BANGALORE MERO RAIL CORPORATION LIMITED

TENDER DOCUMENT

UPGRADATION OF SCHINDLER MAKE ELEVATOR CONTROL SYSTEM FROM EXISTING MX6 TO SCALABLE CONTROLLER SYSTEM FOR 21 ELEVATORS OF REACH-01 STATION'S & OCC BUILDING OF BMRCL

TENDER No: BMRCL/O&M/E&M/R1 SCH-Elev Upgrade/2023/07

E-Procurement Reference: BMRCL/2023-24/OW/WORK_INDENT11

VOLUME 1
QUALIFICATION CUM TECHNICAL PACKAGE

SEPTEMBER-2023

BANGALORE METRO RAIL CORPORATION LIMITED
III Floor, BMTC Complex, K H Road, Shanthinagar
Bangalore – 560 027 Karnataka
India

BANGALORE METRO RAIL CORPORATION
No:
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TENDERS

Tender No: BMRCL/O&M/E&M/R1 SCH-Elev Upgrade/2023/07 **E-Procurement Reference:** BMRCL/2023-24/OW/WORK_INDENT11		
Name of Work: Upgradation of Schindler make Elevator Control System from Existing MX6 to Scalable Controller System for 21 Elevators of Reach-01 Station's & OCC Building of BMRCL		
Sl.no.	**Description**	
1.	Estimated cost of Work	INR 2,03,70,000 / - (Rupees Two Crore Three Lakh and Seventy Thousand only)
2.	Earnest Money Deposit/ Tender Security Amount	INR 3,05,550 /- (Rupees Three Lakh Five Thousand Five Hundred Fifty only)
3.	Completion period of works contract	30 Weeks
4.	Tender Processing fee (Non-refundable)	As per KPPP (Karnataka Public Procurement Portal)
5.	Tender Documents Available for download (through KPPP - https://kppp.karnataka.gov.in)	From 22/12/2023 to 22/01/2024
6.	Last Date of Seeking Clarification on Tender Document	16/01/2024 up to 17.00 Hrs (IST)
7.	Pre Bid Meeting	16.01.2024 at 11.00 Hrs
8.	Last Date and Time for receipt of Tender(through KPPP - https://kppp.karnataka.gov.in)	22/01/2024 from 10.00 Hrs (IST) to 17.30 Hrs (IST)
9.	Date and Time of opening of Qualification cum Technical Bid in the Karnataka Public Procurement Portal	On 24/01/2024 at 15.30 Hrs (IST)
10.	Date and Time of opening of Financial bid in the Karnataka Public Procurement Portal	Will be intimated to the Qualified Tenderers
11.	Purchase of Tender documents	Tender documents can be downloaded from Karnataka Public Procurement Portal - https://kppp.karnataka.gov.in
12.	Place of Opening of Tenders & Address for communication	Office of the Dy. General Manager (E&M), Bangalore Metro Rail Corporation Limited Admin Building, Baiyappanahalli Metro Depot Near NGEF Signal, Old Madras Road Bangalore - 560038, Karnataka, India Ph No: 080-25191120 Email: mohanrajd_em@bmrc.co.in

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SECTION-I

NOTICE INVITING TENDER (NIT)

BANGALORE METRO RAIL CORPORATION LTD. No: BMRCL

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SECTION I

A. NOTICE INVITING TENDER (NIT)

NIT No: BMRCL/O&M/E&M/R1 SCH-Elev Upgrade/2023/07 Date: 22/01/2023

1. Bangalore Metro Rail Corporation Ltd (BMRCL) invites Tenders (Under Two Stage Tender System) through e-Procurement Portal of e-Governance Department, Govt. of Karnataka (https://kppp.karnataka.gov.in), from eligible Tenderers i.e., Original Equipment Manufacturer (OEM) of Elevators and have engaged in Design, Manufacturing, Supply, Installation, Testing, Commissioning and maintenance of Schindler make Elevators in any Central Govt./State Govt./PSUs/Indian Railways/Metro Rail/Reputed Pvt. Organization etc.

Tender No.	Name of work	Earnest Money Deposit (Rs.)	Tender processing fee (Rs.)	Period of Contract
1	2	4	5	6
BMRCL BMRCL/O&M/ E&M/R1 SCH Elev Upgrade/2023/ 07	Upgradation of Schindler make Elevator Control System from Existing MX6 to Scalable Controller System for 21 Elevators of Reach-01 Station's & OCC Building of BMRCL.	3,05,550 /-	As per Karnataka Public Procurement portal	30 Weeks

2. The Tenderers shall submit Tenders for whole of the Works. The Tenderers are required to submitted through Karnataka Public Procurement Portal https://kppp.karnataka.gov.in

   (i) Technical Bid containing the details of their capability to undertake the tender (as detailed in ITT Clause 2 and 3), which will be opened first.

   (ii) Price Bid (**Bill of Quantities**) which will be opened only if the Tenderer is found to be qualified to execute the tendered works as per this tender.

   The Tenderers are advised to note the minimum **Qualification Criteria specified in Clause 3** of the **Instructions to Tenderers** to qualify for award of the Contract.

3. **Purchase of Tender Documents:**

   Tender documents may be downloaded from Karnataka Public Procurement Portal of e-Governance Department, Govt. of Karnataka - https://kppp.karnataka.gov.in by paying non-refundable tender fee as fixed by the KPPP of e-Governance Department, Govt. of Karnataka.

   The BMRCL will not be held responsible for the technical issues with the said Portal which is managed by e-Governance Department, Govt. of Karnataka. The technical issues or any delay leading to non-delivery of tender or of the documents or non-receipt of the same shall be responsibility of the bidder.

   The following aspects may be noted.

BANGALORE METRO RAIL CORPORATION LTD. BMRCL

- For participating in above tender through e-Procurement Portal, the bidder/Firm should have enrolled with Government of Karnataka e-procurement platform and get digital signature which is mandatory for participating in Tender.
- Bidders are required to pay online Tender processing fee as detailed in the website (https://kppp.karnataka.gov.in)
- The Manual submission of bids or documents is prohibited and such submissions shall be ignored and bid of a bidder making such submissions is liable to be rejected as disqualified.

4. Tenders in the form of Electronic documents must be correctly and properly uploaded in e-Procurement Portal (https://kppp.karnataka.gov.in) before 5.30 PM on 22/01/2024 and Technical Bid of the Tenders will be opened on 24/01/2024 at 3.30 PM. in the presence of the Tenderers who wish to attend. If the office happens to be closed on the specified date, Tenders will be opened on the next working day at the same time and venue.

6. Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme shall be exempted from "EMD" Under the provision stated in Circular No: FD130 Exp-12/2015 by Government of Karnataka.

7. Earnest money deposit must be furnished through NEFT/RTGS or any mode specified in e-procurement portal. The **Earnest Money Deposit** is to be submitted as per Clause-14 of the 'Instructions to Tenderers'.

8. Other details can be seen in the Tender documents and also available on website (https://kppp.karnataka.gov.in)

9. **Late Tenders,** i.e., Tenders cannot be uploaded by the tenderers after the deadline for submission /uploading of tenders (as per the e-procurement platform time).

10. The Employer requires that Contractors observe highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, The Employer;
    (a) Will reject the Tender for the Work or rescind the Contract, if the Employer determines that the Tenderer / Contractor has engaged in corrupt or fraudulent practices.
    (b) will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if the Employer, at any time, determines that the Tenderer or the Contractor has engaged in corrupt or fraudulent practices in competing for, or in executing, the Contract.

11. All Tenderers are hereby cautioned that Tenders shall be submitted without any deviation, alteration or modification. Tenders containing any deviation from contractual terms and conditions, specifications and other requirements shall be considered as non-responsive and shall be liable for rejection.

12. BMRCL reserves the right to accept or reject any or all Tenders without assigning any reason. No Tenderer shall have any cause of action or claim against BMRCL for rejection of his Tender.

13. A firm after purchase of the tender document in their name can submit the Tender in their firm name only.

14. Addendum/corrigendum, if any will be intimated to all the Tenderers and same shall be uploaded Karnataka Public Procurement portal https://kppp.karnataka.gov.in)

15. For further clarification/details, contact the Dy. General Manager (E&M), BMRCL. Email: mohanrajd_em@bmrc.co.in.

-sd-
Dy General Manager (E&M)
Bangalore Metro Rail Corporation Limited

BANGALORE METRO RAIL CORPORATION LTD. D. BMRCL

B. KEY DETAILS

E-Procurement Reference: BMRCL/2023-24/OW/WORK_INDENT11

1.	Tender Processing fee (Non-refundable)	As per KPPP (Karnataka Public Procurement Portal)
2.	Tender Security / Earnest Money Deposit (EMD)	**Rs 3,05,550/-** (Rupees Three Lakh Five Thousand Five Hundred Fifty only)
3.	Last Date and Time for receipt of Tender(through KPPP - https://kppp.karnataka.gov.in)	22/01/2024 from 10.00 Hrs (IST) to 17.30 Hrs (IST)
4.	Date and Time of opening of Qualification cum Technical Bid in the Karnataka Public Procurement Portal	On 24/01/2024 at 15.30 Hrs (IST)
5.	Validity of Tender	120 days from the last date for submission of Tender
6.	Performance Security	The successful Tenderer shall furnish a Performance Security as per ITT Clause 30 in the form of a Bank Guarantee as per **Proforma B of Section IX** for an amount of 10% of the Contract Price within **15** days from the date of issue of LOA. The validity shall be for Six (06) months beyond expiry of Contract period of 30 Weeks.
7.	Start Date	The date of issue of "Letter of Acceptance (LOA)" (or) as date specified therein, as the case maybe.
8.	Contract period	30 weeks from the start date.
9.	Place of Opening of Tenders & Address for Communication	Office of the Dy. General Manager (E&M), Bangalore Metro Rail Corporation Limited Admin Building, Baiyappanahalli Metro Depot Near NGEF Signal, Old Madras Road Bangalore - 560038, Karnataka, India Ph No: 080-25191120 Email: mohanrajd_em@bmrc.co.in
11.	Last Date of Seeking Clarification on Tender Document	16/01/2024 up to 17.00 Hrs (IST)
12.	Pre Bid Meeting	16/01/2024 at 11.00 Hrs

SECTION-II

INSTRUCTIONS TO TENDERERS

(ITT)

BMRCL
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SECTION II: INSTRUCTIONS TO TENDERERS (ITT)

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BANGALORE METRO RAIL CORPORATION LTD. No.

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BMRCL

SECTION II
INSTRUCTIONS TO TENDERERS

A. GENERAL

1. Description of the work

Bangalore Metro Rail Corporation limited (BMRCL), a Special Purpose Vehicle (SPV) established under the Companies Act, 1956 (hereinafter referred to as "BMRCL" or "the Company" or "the Employer" or "the Client"), invites Tenders (Under Two Stage Tender System) through e-Procurement Portal of e-Governance Department, Govt. of Karnataka (https://kppp.karnataka.gov.in), from the eligible Tenderers for "**Upgradation of Schindler make Elevator Control System from Existing MX6 to Scalable Controller System for 21 Elevators of Reach-01 Station's & OCC Building of BMRCL.**". (Hereinafter referred to as "the works") as per Terms and Conditions contained in this Tender documents.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka or BMRCL.

2.2 This is a Domestic Competitive Bidding. Sole Proprietorship Firm/Partnership Firm/Private Limited Company/Public Limited Company is Eligible to apply.

2.3 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). For Details refer to Order (Public Procurement No.1, F.No.6/18/2019-PPD) dated 23/07/2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division.

2.3.1 This clause will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

2.3.2 All the participating Tenderers are mandatorily required to submit a certificate along with the tender regarding their compliance with this clause/order in regard to restrictions of procurement from the bidders from countries sharing land borders with India as per the format included in Annexure-7 to these Contract Conditions. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

2.4 **Tenders from Joint ventures are not acceptable.**

2.5 The Tenderer should not have been blacklisted / debarred by any Government / Government undertaking / semi-Government / Govt. Controlled Institutions/projects/ Reputed private organizations in India during last five (5) years. Also the Tenderer should not have rescinded the Works after award of the Contract during last five (5) years. The Tenderer shall provide an Undertaking as provided at **Annexure-4** of Section-X.

Note: Last five (5) years shall be counted from 28 days prior to the date of submission of the Tender.

3. Qualification Criteria :

Tenderers who meet the below specified minimum Qualification Criteria will only be qualified.

BMRCL

3.1 **Work Experience**

(i) The Tenderer should be an Original Equipment Manufacturer (OEM) or authorized service provider/ Agency of Schindler make Elevators and should have an experience of executed "Similar Works" in any Central Govt./State Govt./PSUs/Indian Railways/Metro Rail/Reputed Pvt. Organization during last five (05) years and fulfill the following to establish the same.

1	One (01) similar work costing not less than the amount equal to **Rs. 162.96 Lakhs**
OR	
2	Two (02) similar work costing not less than the amount equal to **Rs. 101.85 Lakhs**
OR	
3	Three (03) similar work costing not less than the amount equal to **Rs. 81.48 Lakhs**

(ii) **Similar works means** "Design, Manufacturing, Supply, Installation, Testing and Commissioning **and/or** CAMC/AMC of 08 passenger **and/or** higher capacity lifts of Schindler make"

Note: a) The Tenderer shall provide Client's reference letter(s)/Completion Certificates along with the Tender against (i) above.
b) Last five (5) years shall be counted from 28 days prior to the date of submission of the Tender.

3.2 All Tenderers shall provide the requested information accurately and in sufficient detail in **Section III: Qualification information's.**

3.3 The Tenderer shall provide satisfactory evidence acceptable to the Employer to show that the Tenderer having similar work experience.

3.4 To qualify for award of this Contract, each Tenderer in its name should comply the following:

a) **Financial Turnover:**
Each Tenderer in its name should have achieved in at least two (02) financial years out of the last five (05) financial years i.e., FY 2018-19 to 2022-23, a minimum annual financial Turnover of **Rs. 407.40 Lakhs.**

b) Not used

3.5 **Each Tenderer should further demonstrate:**

(i) Liquid assets and/or availability of credit facilities of not less than **Rs. 81.48 Lakhs** (Credit lines/ letter of credit/ certificates from Banks for meeting the fund requirement etc) exclusively for this Tender.

(ii) Availability of Office in Bangalore and sufficient staff in Bangalore office to cater 24x 7 Service on all 365 days.

3.6 Not used

3.7 Not used

3.8 Even though the Tenderers meet the Qualification criteria in accordance with ITT Clause 3, they are subject to be disqualified if they have:

(a) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

(b) record of poor performance such as abandoning the works, not properly completing the Contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

(c) Participated in the previous Tender for the same work and had quoted unreasonably high Tender prices and could not furnish rational justification.

4. Cost of Tendering

4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender and BMRCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tender process.

B. TENDER DOCUMENTS

5. Content of Tender documents

5.1 Tendering procedures and Contract terms are prescribed in the Tender documents. The Tender document shall include:

Volume 1: Qualification cum Technical Package

1. Notice Inviting Tender (NIT)
2. Instructions to Tenderers (ITT)
3. Qualification Criteria
4. Form of Tender (FOT)
5. General Conditions of Contract (GCC)
6. Special Conditions of Contract (SCC).
7. Technical Specification and Scope of Work
8. Drawings
9. Proforma of Bank Guarantees
10. Annexures
11. Any other document listed as forming part of the Contract.

5.2 The Tenderer is expected to examine all Instructions, Forms, Terms, Specifications and Scope of Work in the Tender documents. Failure to furnish all information required by the Tender documents or submission of a Tender not substantially responsive to the Tender documents in every respect will be at the Tenderer's risk and may result in rejection of its Tender.

6. Clarification of Tender Documents

6.1 A prospective Tenderer requiring any clarification of the Tender documents may notify the Employer in writing or by Telex or Cable or Fax at the Employer's mailing address indicated in the Notice Inviting Tenders. The Employer will respond to any request for clarification of the Tender documents which it receives no later than date specified in "Appendix to form of Tender" (section-IV). Written copies of the Employer's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all purchasers of the Tender documents and also will be uploaded in Karnataka Public Procurement Portal Website https://kppp.karnataka.gov.in

6.2 **Pre-bid meeting**:

6.2.1 The Tenderer or his authorized representative is invited to attend a Pre-bid meeting held at the Place, date and time indicated in Key Details Section-I of NIT.

6.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage to enable the Tenderers to submit Tenders without conditions.

6.2.3 The Tenderer is requested to submit any questions in writing or by Cable or e-mail, as per the format attached as **Annexure-8**, to reach the Employer not later than the date specified in 'Appendix to Form of Tender'.

6.2.4 BMRCL will offer clarifications to the questions raised by the Tenderers and received by BMRCL (without identifying the source of enquiry) and the responses given will be transmitted to all purchasers of the Tender documents. Any modification of the Tender documents listed in ITT Sub-clause 5.1 which may become necessary as a result of the Pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to ITT Clause 7.

6.2.5 Non-attendance at the Pre-bid meeting will not be a cause for disqualification of a Tenderer.

7. Amendment of Tender documents

7.1 At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by an amendment / addenda. The same also will be uploaded on Karnataka Public Procurement Portal https://kppp.karnataka.gov.in

7.2 Before the deadline for submission of tenders, the Purchaser may modify the tender documents by issuing addendum / corrigendum. Any addendum thus issued shall be part of the bidding documents and shall be notified as Addendum/Corrigendum in the e-procurement portal which shall be binding in all prospective bidders.

7.3 To give prospective Tenderers reasonable time in which to take an amendment into account in preparing their Tenders, the Employer shall extend as necessary the deadline for submission of Tenders, in accordance with ITT Sub-Clause 17.2 below.

7.4 Without prejudice to the order & preference, the provisions in such addenda shall take priority over the tender document issued previously. The Tenderer should acknowledge receipt of such addenda & list them in Tender submittals.

8. Language of Tender

8.1T The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

C. PREPARATION OF TENDERS

9. Documents comprising the Tender

9.1 The Tender duly filled & signed and submitted/uploaded by the Tenderer shall be in the form of electronic Documents in e-procurement platform and shall contain the documents as follows:

9.1.1 **Technical bid:** Qualification cum Technical Package (Through e-Portal https://kppp.karnataka.gov.in)

a) The Form of Tender (in the format indicated in Section IV).

b) Qualification Criteria Form and Documents, in accordance with Section-III, and any other submissions as per requirements of Tender Document.

c) Duly stamped and signed Tender document on all the pages

d) Performance / Completion certificate issued from section head of Client to meet the requirement specified in clause 3.1 of ITT.

and any other documents required to be completed and submitted by Tenderers in accordance with these instructions. **The documents listed under Sections III and IV shall be filled in without exception.**

10. Form of Tender

The Tenderer shall complete the Form of Tender furnished in the Tender documents on firm's letter head

11. Tender prices

11.1 The Contract shall be for the whole of the works as described in Clause 1 of ITT, based on the priced Bill of Quantities submitted by the Tenderer.

11.1.1 The rates and prices quoted for each item shall be inclusive of all applicable taxes, cess and duties excluding CGST & SGST. BMRCL shall pay the applicable CGST & SGST as invoiced by the contractor to BMRCL and as per law. The quoted price also includes insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor to the authorities and including Tax to be deducted at source as defined in ITT Clause 11.

11.1.2 The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.

11.1.3 **Income tax deduction:**

Income Tax (TDS) shall be deducted as per the prevailing rate and remitted to the Income Tax authorities and Form 16 shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary Certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

11.2 Not Used

11.3 The Price quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account unless provided in General conditions of Contract.

11.4 A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 23.

11.5 Proof of GST paid to the Government shall be submitted to BMRCL along with succeeding Bills and the GST paid against the final bill shall be submitted before release of Performance Bank Guarantee."

12. Tender Currency

12.1 Prices shall be quoted in Indian Rupees only.

13. Tender validity

13.1 Tenders shall remain valid for a period as specified in 'Appendix to Form of Tender' (Section IV) from the last date of Tender submission as specified in Clause 17 of ITT. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the request will not be required or permitted to modify his Tender but will be required to extend the validity of his Earnest Money Deposit for a period of the extension, and in compliance with ITT Clause 14 in all respects.

14. Earnest Money Deposit (EMD)

14.1 Pursuant to ITT Clause 9, the Tenderer shall furnish, as part of its Tender, an Earnest Money Deposit (EMD) in the amount as specified in Appendix to Form of Tender (Section IV).

14.2 The Earnest Money Deposit is required to protect the Employer against the risk of Tenderer's conduct which would warrant the Security's forfeiture, pursuant to ITT Clause 14.8.

14.3 The Earnest Money Deposit shall be denominated in Indian Rupees and the tenderer can pay the Earnest Money Deposit (EMD) in the e-Procurement portal using any of the following payment modes:

a) Credit Card

b) Debit Card

c) National Electronic Fund Transfer (NEFT) or any other modes of payment specified in e-portal platform.

14.4 The Earnest Money Deposit shall be valid for a period as specified in Appendix to Form of Tender (Section IV) and remain deposited with the Employer from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit (EMD) shall also be duly extended, failing which, the offer after the expiry of the aforesaid period shall not be considered by the Employer.

14.5 Unsuccessful Tenderer's Earnest Money Deposit (EMD) will be discharged / returned upon the Successful Tenderer signing the unconditional acceptance of the Letter of Acceptance (LoA) communicated by the Employer in pursuant to ITT clause 29 and furnishing the Performance Security by them pursuant to ITT clause 30.

14.6 The successful Tenderer's Earnest Money Deposit (EMD) will be discharged upon the tenderer signing the unconditional acceptance of the Letter of Acceptance (LOA) communicated by the Employer in pursuant to ITT clause 29 and furnishing the Performance Security pursuant to ITT Clause 30.

14.7 The Earnest Money Deposit (EMD) may be forfeited:

(a) If a Tenderer (i) withdraws or amends or impairs or derogates its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender; or (ii) does not accept the correction of errors pursuant to ITT Clause 24.2; or

(b) In case of a successful Tenderer, if the Tenderer fails:

(i) To sign the LOA in accordance with ITT Clause 29; or

(ii) To furnish Performance security in accordance with ITT Clause 30.

14.8 Any Tender not accompanied by an acceptable Earnest Money Deposit and not secured as indicated in ITT Sub-Clauses 14.1 to 14.5 shall be rejected by the Employer as non-responsive, pursuant to ITT Clause 23.

14.9 Upon 'Letter of Acceptance' being signed/returned by the successful Tenderer and on submission of Performance Security in accordance with ITT Clause 30, BMRCL will promptly discharge / return the EMD / Tender Security. BMRCL shall also return the Tender security/EMD of unsuccessful Tenderers. Tenderers who submit EMD through Demand Draft / Pay order / Banker's Cheque needs to fill Annexure-3 in Section-X, along with **a cancelled cheque leaf** for refund of EMD through NEFT/RTGS.

14.10 Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme shall be exempted from "EMD." Under the provision stated in Circular No: FD130 Exp-12/2015 by Government of Karnataka.

15. Format and signing of Tender

15.1 The digital signature shall be obtained by the tenderer from the Certifying Authorities, as given in the e-procurement portal and then get registered on the e-procurement portal. The user ID and password would be assigned by the system. The tenderer shall upload the tender along

with all other requisite documents through e-procurement platform by using the user ID and digital signature.

15.2 The Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. The authorization letter shall be indicated by written Notarized Power-of-Attorney accompanying the Tender. All pages of the Tender submittals where entries, corrections or amendments have been made shall be initialed by the person signing the Tender. The tender manually prepared shall be then scanned and uploaded on the Karnataka Public Procurement Portal https://kppp.karnataka.gov.in

15.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

15.4 Any individuals signing the Tender or other documents connected therein should specify whether he is signing: -

(i) As sole proprietor of the firm or as attorney of the sole proprietor.

(ii) As a partner or partners of the firm.

(iii) As a Director, Manager or Secretary in the case of a limited Company with a copy of Notarized Power of Attorney duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Association.

15.5 The original Notarized Power of Attorney or other documents empowering the individual or individuals to sign should be furnished to the Employer for verification, if required

D. SUBMISSION OF TENDERS

16. Sealing and marking of Tenders

16.1 The Tenderers shall upload the tender through e-procurement platform. No other mode of submission is permitted. The Tender manually prepared shall be then scanned and uploaded on the Karnataka Public Procurement Portal https://kppp.karnataka.gov.in, the system generates a unique Tender identification number which is time stamped as per server time. This shall be treated as acknowledgement of tender submission. Tenderer shall submit the bids electronically before the submission date and time published in e-procurement portal.

16.2 Telex, Cable or Facsimile or email Tenders will be rejected.

16.3 Offers shall be as per the "Instructions to Tenderers", "General Conditions of Contract" and "Special Conditions of Contract" given in the Tender documents. Each page of the Tender shall be signed and stamped by the Authorized Signatory of the Tenderer.

16.4 The Tenderer should avoid ambiguity in his offer/Tender/Bid.

16.5 Tender document is not transferable and the party to whom Tender has been sold can only quote/submit their Offer against the Tender. Tenderer cannot authorize any other party on his behalf. All correspondence will be made with the Tenderer to whom Tender document has been sold.

17. Deadline for submission of the Tenders

17.1 Tenders must be uploaded by the Tenderers no later than the time specified in the calendar of events as per server time through the e-procurement platform. The e-procurement platform will not accept the tenders after the stipulated date and time (as per the time of the e-procurement platform).

17.2 The Employer may, at its discretion, extend this deadline for submission of Tenders by issuing an amendment in accordance with ITT Clause 7, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will thereafter be subject to the deadline as extended. The amendment/notification shall be notified only in the e-procurement platform.

18. Late Tenders

18.1 Tenders cannot be uploaded by the tenderers after the deadline for submission /uploading of tenders (as per the e-procurement platform time) prescribed by the Employer, pursuant to ITT clause 17

19. Modification and Withdrawal of Tenders

19.1 In the "My tenders" Section of the e-procurement, the Tenderer can view the status of their bids and decrypt bid (i.e., in cases where the tenderer has chosen to encrypt the bid using his own public key) for modification or withdrawal before the stipulated date and time for submission /uploading.

19.2 Tenderer may cancel/modify their bids online before the deadline for submission of bids.

19.3 For modification of bids, the tenderer need not make any additional payment towards the cost of tendering process. For bid modification and consequential re-submission, the tenderer is required to cancel his bid submitted earlier (only the financial bid is cancelled. All the uploaded documents would be there). The last modified bid submitted by the tenderer within the bid submission time shall be considered as the bid. For this purpose, modification / withdrawal by other means will not be accepted. In online system of bid submission, the modification/c cancellation is allowed any number of times. The tenderers may cancel its bid by clicking on the cancel button in the My Bids Section before the deadline for submission of bids, however if the bid is cancelled and not re-submitted with the stipulated time on the last date of submission of bids, it would have deemed withdrawn.

19.4 No bid is allowed to be modified / cancelled online after the deadline for submission of bids.

19.5 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in ITT Sub-clause 13.1 above or as extended pursuant to ITT Sub-clause 13.2 may result in the forfeiture of the Earnest money deposit pursuant to ITT Clause 14.8.

E. TENDER OPENING AND EVALUATION

20. Tender opening

20.1 Opening of Qualification cum Technical Bid of all Tenderers and Evaluation to determine qualified Tenderers:

20.1.1 The Company will open all / unlock all the technical bids uploaded through e-procurement platform as per the schedule. In the event of the specified date of Tender opening being declared a holiday for the Company, the Tenders will be opened at the appointed time on the next working day

20.1.2 The Employer shall prepare Minutes of the Tender opening, including the information disclosed to those present.

20.1.3 The Employer will evaluate and determine whether each Tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20.1.4 **Return of Tender Security/Earnest Money Deposit (EMD)**

BMRCL will return the Tender security/EMD of unsuccessful Tenderers within 30 days of declaration of result of First Stage i.e., Technical Evaluation.

20.2 **Opening of: Financial bid of Qualified Tenderers**

20.2.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Financial Bid containing the priced Tenders. The Employer will open the Price Bid of only the technically qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend in e-procurement portal. In the event

of the specified date of Financial Bid/Price. Bid opening being declared a public holiday, the Price Bid shall be opened on the next working-day at the appointed time

20.2.2 Any modifications of the Price Bid shall be in the e-Procurement Portal itself and shall be opened along with the Price-Bid in e-Procurement Portal itself.

20.2.3 The Tenderers names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.2.4 The Employer shall prepare Minutes of the Price Bid Tender opening, including the information disclosed to those present in accordance with ITT Sub-clause 20.2.3. The proceedings of the same shall be uploaded on e-Procurement Portal https://kppp.karnataka.gov.in

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22. Clarification of Tender submittals

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including break up of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with ITT Sub-clause 24.

22.2 Subject to ITT sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or Contract award decisions may result in the rejection of the Tenderer's Tender.

23. Examination of Tenders and determination of responsiveness

23.1 The Employer will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.

The Employer may waive any minor informality or non-conformity or irregularity in a Tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the **words will govern**; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the Earnest money deposit may be forfeited in accordance with ITT Sub-Clause 14.8.

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 23. No Tender will be considered if complete requirements covered in the Schedule is not included in the Tender.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) Making any correction for errors pursuant to ITT Sub-clause 24; and

(b) Making appropriate adjustments to reflect discounts or other price modifications offered.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The Tenders received will be evaluated by the Employer to ascertain the lowest acceptable Tender in the interest of the Employer, as specified in the specification & Scope of Work and Tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.

25.5 The estimated effect of the price adjustment conditions, under relevant Clause of the General Conditions of Contract, during the implementation of the Contract, will not be taken into account in Tender Evaluation

25.6 If the Tender of the successful Tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the Contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the work methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in ITT Clause 30 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract, subject to conditions as specified in Special Conditions of Contract.

F. AWARD OF CONTRACT

26. Award criteria

26.1 Subject to ITT Clause 28, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be

(a) Eligible in accordance with the provisions of ITT Clause 2, and

(b) Qualified in accordance with the provisions of ITT Clause 3.

27. Employer's right to vary Quantities during the Contract

27.1 The Employer reserves the right during the pendency of Contract to increase or decrease the quantity of the items originally specified in the Bill of Quantity without any change in unit price or other terms and conditions as defined in GCC Clause 34 and the respective Special Conditions of Contract.

28. Employer's right to accept any Tender and to reject any or all Tenders

28.1 Notwithstanding ITT Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28.2 BMRCL reserves the right to accept the Tender in part or full which is monetarily beneficial to BMRCL. BMRCL's decision in this regard shall be final and binding.

29. Notification of award and signing of Agreement

29.1 The Tenderer whose Tender has been accepted will be notified of the Award by the Employer prior to expiration of the Tender validity period by cable, email, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

29.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a performance security in accordance with the provisions of ITT Clause 30.

29.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer within 30 days of issue of LOA, the successful Tenderer will be required to execute the Contract Agreement and deliver it to the Employer.

29.4 Upon the furnishing of the Security deposit by the successful Tenderer, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful and will discharge its Earnest Money Deposit, pursuant to ITT Clause 14.

29.5 The cost of stamp duties & similar charges imposed by law shall be borne by the Contractor.

30. Security deposit / Performance Security

30.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer, a Security deposit in accordance with GCC Clause 25 and format given in **Proforma B of Section IX** for an amount as specified in 'Appendix to Form of Tender' (Section IV).

30.2 Failure of the successful Tenderer to comply with the requirements of ITT Sub-Clause 30.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

31. Corrupt or Fraudulent practices

31.1 The BMRCL requires that the Tenderers observe the highest standard of ethics during the procurement and execution of such Government financed Contracts. In pursuance of this policy, BMRCL:

(a) defines, for the purposes of this provision, the terms set forth as follows:

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

(ii) "Fraudulent practice" means any omission by misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of BMRCL/Government and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive BMRCL of the benefits of free and open competition.

(b) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;

(c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed Contract, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed Contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in GCC sub-clause 46.2.

32. One Tender per Tenderer

Each Tenderer shall submit only one Tender. A Tenderer who submits or participates in more than one Tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

33. Site visit

The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for Technology upgradation of Elevators. The cost of visiting the Site shall be at the Tenderer's own expense.

33.1 The Tenderers are requested to satisfy themselves regarding the availability of water, requirement of electricity, nature and location of work, the configuration of the ground, the type, quality and quantity of the materials, the type of equipment and facilities needed preliminary to and during the progress of the services. He should also assess the law-and-order situation, the general and local conditions, the labour conditions prevailing there in and all other matters which can in any way affect the services under Contract. The Tenderer will be fully responsible for the financial effect of any or all the above factors in his rates including also the factors like age of equipment's, types of works, Working Environment, furniture, etc. installed in BMRCL campus. **No compensation will be given on account of ignorance of any of the factors during execution of the works.**

33.2 The Tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon their premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, his personnel and agents will release and indemnify the Employer their personnel and agents from and against all liabilities in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused which but for the exercise of such permission would not have arisen.

33.3 Before submitting a Tender, the Tenderer will be deemed to have satisfied himself by actual inspection of the site and locality of the works, that all conditions liable to be countered during the execution of the works are taken into account and that the rates the Tenderer enters in the Tender forms are adequate and all inclusive for the completion of work to the entire satisfaction of the Employer.

33.4 Not Used

33.5 While all efforts have been made to avoid errors in drafting the Tender documents & the Tenderer is advised to check the same carefully and seek clarification within the schedule period only. No claim on account of any errors detected in the Tender Document shall be entertained.

34. **Sufficiency of Tender**

(a) The Tenderer shall be entirely responsible for sufficiency of Prices quoted for the works.
(b) The Tenderer shall be paid for only at quoted/accepted Prices for the activities given in the Specifications/ Scope of work.
(c) The Tenderer shall be deemed to have satisfied himself before Tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Bill of Quantities which rates and prices shall except as otherwise provided, cover all his obligations under the Contract and everything necessary for the proper completion of the works.

(d) If required Tenderer shall obtain clearances from concerned local authorities at his cost. The Tenderer shall also co-ordinate with any other agency working in the same project, compare plans, specifications and the time schedules and so arrange his work that there will be no interference. BMRCL shall entertain no claim on this account.
(e) The cost of any item for which Tenderer has failed to enter rate shall be deemed to be covered by other rates entered in the Bill of Quantities.

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SECTION-III

QUALIFICATION INFORMATION

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SECTION III: QUALIFICATION INFORMATION

1.0 The information to be filled in by the Tenderer hereunder will be used for purposes of Evaluation of Tenderer's Qualification as provided for in ITT Clause 3. This information will not be incorporated in the Contract.

1.1

Constitution or legal status of Tenderer	..... (Attach copy)
Agency in which Registered (with Registration No.)	.....(Attach Copy)
Principal place of business:	.....

1.2

	Year	Total Value of works for the year (Rs. Lakh)	Multiplication factor for updation value of work done to 2022-23	Total value of Works updated to 2022-23 (Rs. Lakh)
Total value of works (*) executed and payments received year wise in the last five years (in Rs. Lakhs) #	2018-19		1.31	
	2019-20		1.23	
	2020-21		1.14	
	2021-22		1.07	
	2022-23		1.00	

* Value of similar work as defined in ITT clause 3
# - Attach Certificate from practicing Chartered Accountant

1.3 Information on works which are yet to be completed and works for which Tenders have been submitted as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place &State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. Lakh)	Stipulated period of completion	Value of works remaining to be completed (Rs. Lakh)	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

.....

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. Lakh)	Stipulated period of completion	Date when decision is expected	Remarks if any
(1)	(2)	(3)	(4)	(5)	(6)	(7)

.....
.....

1.4 Name, address, and telephone, telex, and fax numbers of the Tenderers' Bankers who may provide references if contacted by the Employer.

.....
.....

BANGALORE METRO RAIL CORPORATION LTD. BMRCL

1.5 Work performed as Prime Contractor (in the same name) on works of similar nature during the last five (05) years counted 28 days prior to the date of submission of the Tender (w.r.t. ITT Clause 3.1).

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract Rs. Lakhs	Date of issue of Work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay incompletion of work
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

1.6 Reports on the financial standing of the Tenderer, such as Balance sheet, profit & loss statements and Auditor's reports for the last five (05) years;

	Requirement	Financial Year	Financial turnover for the year
(b)	Financial turnover in the last five years (in Rs. Lakhs) #	2018-19	
		2019-20	
		2020-21	
		2021-22	
		2022-23	

1.7 Qualification and experience of the key Technical and Management personnel in permanent employment with the Tenderer and those that are proposed to be deployed on this Contract, if awarded.

Item of Work	Value of Subcontract	Identified Subcontractor (Name and address)	Experience of similar work

.....
.....

1.8 Not applicable.

1.9 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.5 (i): Cash in hand, Letter of Credit, etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s.....is a reputed company with a good Financial standing. If the Contract for this work, namely "..... *(name of the work)* ....."

is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extentof Rs to meet the working capital requirements for executing the above Contract.

BANGALORE METRO RAIL CORPORATION LTD. No. D BMRCL

Sd/-

Name of the Bank, Senior
Bank MangerAddress:
.....

1.10 Information on litigations in which the Tenderer is involved and undertaking to be furnished.

Employer	Other Parties	Details of dispute	Amount involved	Remarks showing present status

1.11 The proposed methodology and program of Works backed with equipment planning and deployment, duly supported with broad calculations and Quality Control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per Technical Specifications/ Scope of work within the Contract period.

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SECTION-IV

FORM OF TENDER

BMRCL

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SECTION IV
FORM OF TENDER

Tender No: BMRCL/O&M/E&M/R1 SCH-Elev Upgrade/2023/07

Description of Work: Upgradation of Schindler make Elevator Control System from Existing MX6 to Scalable Controller System for 21 Elevators of Reach-01 Station's & OCC Building of BMRCL.

To:
The Dy. General Manager (E&M)
Bangalore Metro Rail Corporation Ltd (O&M Wing)
Baiyappanahalli Depot, Administrative Building,
Near NGEF Signal, Old Madras Road, Baiyappanahalli,
Bangalore- 560038, Karnataka, India.

Dear Sir / Madam,

Having examined and understood the Instructions to Tenderers, General Conditions of the Contract, Special Conditions of Contract, Technical Specifications and any other documents forming part of the Tender document issued under Tender Notification No BMRCL/O&M/E&M/R1 SCH-Elev Upgrade/2023/07dated _____ including any addendum/amendments, the receipt of which is hereby duly acknowledged, I/We the undersigned, hereby submit/upload the fully completed Tender documents in e-procurement portal, Govt. of Karnataka, which includes the following for the said works;

a. Technical Bid: Qualification cum Technical Package
b. Price Bid: Financial Package

I/We hereby agree to execute the Contract in conformity with the Specifications & Conditions of Contract enumerated in the Tender documents, for the sum stated & quoted in the Tender or such other sums as may be ascertained in accordance with the Bill of Quantities which are made part of the Financial Package.

This Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest Money Deposit/ Tender Security required by the Tender documents.

We undertake, if our Tender is accepted, to execute the Works in accordance with the Stipulated Completion Date specified in the 'Appendix to Form of Tender'.

If our Tender is accepted, we will submit the Performance Security for a sum equivalent to Ten (10) **percent** of the Contract Price for the due performance of the Contract, in the form as prescribed in the Clause 25 of GCC.

We agree to abide by this Tender for the Tender validity period specified in Clause 13 of the ITT and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that we comply with the eligibility requirements as per ITT Clause 2 and Clause 3 of the Tender documents.

BANGALORE METRO RAIL CORPORATION LTD. BMRCL

Dated this ..... day of ..... 20.....

Yours faithfully,

_____
(Signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of
"....."

_____

(To be submitted duly printed, signed and stamped on Tenderer's letter pad)

Appendix to FORM OF TENDER

SALIENT FEATURES OF CONTRACTS (CONTRACT DATA)

1.	Employer's Name & Address	Office of the Dy. General Manager (E&M), Bangalore Metro Rail Corporation Limited Admin Building, Baiyappanahalli Metro Depot Near NGEF Signal, Old Madras Road Bangalore - 560038, Karnataka, India Ph No: 080-25191120 Email: mohanrajd_em@bmrc.co.in
2.	Validity of Tender (See Clause 13 of ITT)	**120 days** from the date of submission of Tender.
3.	Tender Security / Earnest Money Deposit (EMD) (See Clause 14 of ITT)	Earnest Money Deposit (EMD) of INR 3,05,550/- (Rupees Three Lakh Five Thousand Five Fifty only) as defined in ITT clause 14 and shall have to be valid for 45 days beyond the validity of the Tender (i.e.,165 days from the date of Tender Submission)..
4.	Contractor's Name & Address with telephone No and email.	..... *(To be filled in by the Tenderer)*
5.	The Work consists of	Modernization / Upgradation of schindler Elevators installed at R1 Stations (6 stations, 20 lifts) & OCC (01 lift) by replacing the existing controller unit MX6.0 with latest scalable control system to enhance safety features of Elevators
6.	Start Date	The date of issue of 'Letter of Acceptance' (LOA) or the date specified in the 'Notice To Proceed', as the case may be.
7.	Contract period	30 Weeks from the start date
8.	The following documents also form part of the Contract. (See Clause 2.2 of GCC)	(1) Contract Agreement (2) Letter of Acceptance/ Notice to Proceed with the works (3) Instructions to Tenderers/ Bidders (4) General Conditions of Contract (5) Special Conditions of Contract (6) Form of Tender / Bid Form (7) Technical Specifications and Scope of work (8) Priced Bill of Quantities (9) Form of Tender (10) Contractor's Proposals (11) All correspondence between the Tenderer and BMRCL from the date of issue of NIT and the date of issue of LOA. (12) Any other document forming part of the Contract.
9.	The Site Data	1. Baiyappanahalli (BYPH) 2. Swami Vivekananda Road (SVRD) 3. Indiranagar (IDN) 4. Halasur (HLRU) 5. Trinity (TTY) 6. Mahatma Gandhi Road (MAGR) 7. Operation Control Centre (OCC)
10.	Amount of **Performance Security** (See GCC Clause 25)	**Ten (10) percent of the Total Contract Value in INR.** In the event of variations during the execution of the Contract which result in payments to the Contractor over and above the original Contract Price the Performance Security shall be suitably adjusted at every six (06) month at the request of the Employer. The Performance Security shall be in the form of **Demand Draft / Pay Order / Banker's cheque / Bank Guarantee** shall be drawn on and **payable and extendable at a designated branch in Bangalore.**

		The validity of Performance security shall be six (06) months beyond expiry of Completion period of 30 weeks.
11.	Penalty for delay in execution of works (See Clause GCC 38)	Rs. 10,000/- per day of delay for non fulfillment of program of works within the stipulated period.
12.	Program (see GCC Clause 21 of GCC)	Work Program shall be submitted within 15 days of issue of LOA or earlier as required by the Employer.
13.	DLP/Warranty (GCC clause 50)	The DLP/Warranty shall start from the date of acceptance by the Employer and shall continue until 12 months from that date of acceptance as in GCC clause 50.
14.	Payment upon Termination – **Computation of additional cost to the Employer** (GCC Clause 48)	The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be thirty (**30) percent**.
15.	Liquidated Damages (See Clause 40 of GCC)	The liquidated damages for the whole of the works are 0.1% of the Contract price per day. The maximum amount of liquidated damages for the whole of works is Ten percent (10%) of final Contract price.
16.	As-Built Drawings (Circuit /connection diagrams), Operation & Maintenance Manuals, (If applicable as per GCC Clause 45)	1. The date by which "as-built" drawings in 2 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. 2. The date by which Operating and Maintenance Manuals are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be 3. The amount to be withheld for failing to supply "as built" drawings or supply of Operation and Maintenance Manuals by the date required is **1%** of the Final Contract Value.
17.	**Insurance** (GCC Clause 26)	**Sl. No.** / **Type of Cover** / **Minimum cover for Insurance**
		(i) / Works and of Plant and materials / The Sum stated in the Agreement plus 20%
		(ii) / Loss or damage to equipment / Full replacement cost
		(iii) / Loss or damage to property / Full replacement cost
		(iv) / Personal injury or death Insurance (a) For Third Party / In accordance with the statutory requirements applicable to Karnataka.
		/ (b) For Contractor's Employees or labour. / In accordance with the statutory requirements applicable to Karnataka

SECTION-V

GENERAL CONDITIONS OF CONTRACT (GCC)

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SECTION V: GENERAL CONDITIONS OF CONTRACT (GCC)

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BANGALORE METRO RAIL CORPORATION LTD. No: Dt:

SECTION-V

GENERAL CONDITIONS OF CONTRACT

A. General

1. Definitions

1.1 Terms which are defined in the 'Appendix to Form of Tender' are not also defined in the General Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

a) **Bill of Quantities** means the Priced and completed Bill of Quantities forming part of the Tender.

b) The **"Completion Date"** is the date of completion of the whole of the Works certified by the **Employer** in accordance with Sub Clause 42.1 of GCC.

c) The **Contract** is the Contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 of GCC.

d) The **Contractor** is a person or corporate body who's Tender to carry out the Works has been accepted by the Employer. It means the person, firm or company with whom the order of the Works is placed and shall be deemed to include the Contractor's successors (approved by the Employer), representatives, heirs, executors and administrators, as the case may be unless excluded by the terms of the Contract.

e) The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

f) The **Contract Value** means the price payable to the Contractor under the Contract for the full and proper performance of its Contractual obligations.

g) **Days** are calendar days; **months** are calendar months.

h) A **Defect** is any part of the Works not completed in accordance with the Contract.

i) **Defects Liability Period"** is the period mentioned in the 'Appendix to Form of Tender' and calculated from the Completion Date in accordance with Clause 50 of GCC.

j) **"Drawing"** means the drawing or drawings specified in or annexed to the specification;

k) The **"Employer"** or **"BMRCL"** means the Bangalore Metro Rail Corporation Limited or the person named as such in the Tender document and includes the legal successors or permitted assigns of the Employer,

l) **"Engineer"** means any person/party nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract and notified as such in writing to the Contractor.

m) **"Engineer's representative"** means any person nominated by Engineer with the approval of the Employer who shall exercise the authority of the Engineer to the extent notified by the Engineer.

n) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to execute the Works.

o) The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.

p) **"Letter of Acceptance"** means the Letter or Memorandum communicating to the Successful Tenderer the acceptance of his Tender and includes other communication modes included in the Instructions to Tenderers.

q) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.

r) **Notice to Proceed** means the notice issued by the Employer to the Contractor to proceed with the works at the site.

s) **Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

t) The **Project Site** or "**Site**" means the place specified in the Contract at which any work is required to be executed by the Contractor under the Contract or any other place approved by the Employer for the purpose.

u) **'Appendix to Form of Tender'** is the Salient Features of Contract that defines the documents and other information which comprise the Contract.

v) "**Signed**" includes stamped, except in the case of acceptance of Tender or any amendment thereof;

w) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

x) The **Start Date** shall be the date of issue of 'Letter of Acceptance' (LOA) or the date specified in the 'Notice to Proceed', as the case may be.

y) "The **"Stipulated Completion Date**" is the date on which it is intended that the Contractor shall complete the Works. The Stipulated Completion Date is specified in the 'Appendix to Form of Tender'. The Stipulated Completion Date may be revised only by the Employer by issuing an extension of time.

z) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

aa) A **Variation** is an instruction given by the Employer which varies the Works.

bb) **"Works**" means what the contractor requires the contractor to construct, install and turn over to the Employer, as defined in the contract Data/ Description of the work / Technical specifications / Scope of works

cc) "**Inspecting Officer**" means any person appointed from time to time by BMRCL and notified as such in writing to the Contractor and includes his authorized representatives/ assistants.

2 Interpretation

2.1 In interpreting these General & Special Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. "Tender" / "Tendering" / "Tenderer" shall also mean "Bid" / "Bidding" / "Bidder". 'Offer' also means Tender/Bid.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(a) Contract Agreement

(b) Letter of Acceptance/Notice to Proceed with the works.

(c) Priced Bill of quantities

(d) Technical Specifications and Scope of Work

(e) Special Conditions of Contract

(f) General Conditions of Contract

(g) Contractor's Proposal and

(h) Any other document listed as forming part of the Contract.

3 Law governing Contract.

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4 Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide Contractual matters between the Employer and the Contractor.

5 Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6 Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7 Subcontracting

7.1 Not used.

8 Other Contractors

8.1 The Contractor shall cooperate and share the Site with other Contractors, public authorities, utilities, and the Employer.

9 Personnel

9.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

9.2 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by BMRCL from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.3 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.4 Not Applicable.

9.5 The Contractor shall ensure that the persons deployed are well trained and well qualified for the assigned task and will take necessary instructions from the Engineering Department of BMRCL. The Contractor shall ensure compliance of all statutory provisions and labour laws

9.6 The Contractor will have to engage sufficient and well trained staff on site to ensure proper Scheduled works.

9.7 Compliance with Labour Regulations

9.7.1 The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

10 Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11 Employer's risks

11.1 The Employer is responsible for the excepted risks which are :

(a) In so far as rebellion, riot commotion or disorder or

(b) A cause due solely to the design of the Works, other than the Contractor's design

12 Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13 Not used

14 Contractor to execute the Works.

14.1 The Contractor shall execute the whole and every part of the work in the most professional and workman like manner both as regards materials and otherwise in every respect in strict accordance with the agreement, site requirements & instructions of the Engineer. The Contractor shall comply with the provisions of the Contract and with the care and diligence & execute and maintain the installations and provide all labour and materials, tools and plants in so far as necessary for providing these or as inferred from the Contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of woks. Contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of Woks.

14.2 The Contractor shall execute the Works in accordance with the Scope of Work.

14.3 The Contractor shall supply the spare parts and materials which are found defective during the Contract period without any extra cost.

15 Completion of Works

15.1 The Contractor may commence execution of the Works on the Start Date and complete them by the Stipulated Completion Date. The Contractor shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer.

15.2 Not used

16 Safety and Security Measures

16.1 The Contractor shall be responsible for the safety of all activities on site during the work.

16.2 It shall be the entire responsibility of the Contractor to adopt all the safety measures & deploy only those personnel during installation of the equipment's under works, who are adequately trained in safety. If any accident occurs due to wrong operations during works or due to negligence on the part of the Contractor's personnel, it shall be the full responsibility of the Contractor. In case by the negligent act of the Contractors or officials of Contractor, if there is loss / damage to BMRCL property, the Contractor will be solely responsible. BMRCL reserves the right to recover such amount along with damage from the bills of Contractor or through legal proceedings. Employer's decision in this regard will be final and binding.

16.3 Security arrangements for the work shall be in accordance with general requirements and the Contractor shall confirm to such requirements and shall be held responsible for the action or inaction on the part of his staff, employees.

16.4 The Contractor's employees and representatives shall wear safety/protection wear as required at site.

17 Discoveries

17.1.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

18 Possession of the Site

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract or Notice to proceed, the reasonable extension of time may be given. However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

19 Access to the Site

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the work Site, to any place where works in connection with the Contract is being carried out or is intended to be carried out and to any place where Contract materials are being manufactured / fabricated / assembled for the works.

20 Instructions

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the work site is located.

20.2 BMRCL shall have the right to make Minor Alterations/Additions/Substitutions in the specifications or in the Scope of Work or issue instructions that may be deemed necessary during the period of the Contract and Contractor shall carry out the work in accordance with the instructions which may be given to him by BMRCL's representative.

B. Time Control

21 Program

21.1 Within the time stated in the 'Appendix to Form of Tender', the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the contract within 15 days from the date of issue of LOA or earlier as required by the Employer.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations.

22 Extension of the Time for Completion

22.1 The Employer shall extend the stipulated completion date of the works, if a Variation is issued and which makes it impossible for completion to be achieved by the contract period.

22.1 The Employer shall decide whether and by how much to extend the completion date within 21 days of the contractor asking Employer for a decision upon the effect of a Variation and submitting full supporting information.

23 Delays ordered by the Employer.

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works. However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

24 Management meetings

24.1 The Employer may require the Contractor to attend a Management meeting. The business of a Management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the Management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

25 Performance Security / Security Deposit

25.1 Within 15 days of receipt of notification communicated by the Employer by issue of" Letter of Acceptance", the Contractor shall furnish a Performance Security for an amount as specified in **Appendix to Form of Tender (Section IV)** in one of the following forms:

(a) A crossed Demand Draft / Pay Order / Banker's cheque in favor of the "**Bangalore Metro Rail Corporation Ltd**," from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule, **payable at Bangalore**.

or

(b) An irrevocable Bank Guarantee issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn on and **payable and extendable at a designated branch in Bangalore** in the Form given in **Proforma B of Section IX** to the Tender documents. However, 'Performance Security' Bank Guarantee format is also available in http://tender.bmrc.co.in:90. In case furnishing of an acceptable Performance Security is delayed by the Contractor beyond the period provided in this clause, the Employer may forfeit the Earnest Money Deposit / Tender Security.

25.2 The Performance Security shall be valid up to six (06) months beyond the Entire Work. The Performance Security will be returned within six (06) months after satisfactory completion of works.

25.3 The Employer shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Security in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the Contract under reference or any other Contract with the Employer.

The Employer shall also be entitled to deduct from the amount of the Performance Security any loss or damage which the Employer may suffer or be put by reason of or due to any act or other default, recoverable by the Employer from the Contractor in respect of the Contract under reference or any other Contract.

On occurrence of either of the aforesaid events, the Employer shall call upon the Contractor to maintain the amount of the Performance Security as its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Employer shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contracts with the Employer.

25.4 The Performance Security shall remain in full force and effect from the date of commencement of Contract up to 6 (six) months beyond the stipulated completion Period. This shall be suitably extended by the Contractor if all Contractual Obligations are not completed by the Contractor. Before the expiry of the date of validity of the Performance Security, the Contractor on being called upon by the Employer from time to time shall obtain from the Guarantee Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Employer at least thirty days before the date of expiry of the Performance Security on each occasion.

25.5 As and when an amendment is issued to the Contract, the Contractor shall, within 15 days of the receipt of such an Amendment furnish to the Employer an amendment to the Performance

Security rendering the same valid for the Contract as amended and up to 6 months beyond amended Contract period. All expenses of this shall be borne by the Contractor.

25.6 The Performance Security and or any amendment thereto shall be executed on a non judicial stamp paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so.

25.7 If the Contractor, having been called upon by the Employer to furnish Performance Security fails to furnish the same, it shall be lawful for the Employer:

(i) to recover from the Contractor, the amount of Performance Security by deducting the amount from the pending bills of the Contractor under any Contract with the Employer or the government or any other person Contracting through the Employer or otherwise however,

OR

(j) to cancel the Contract or any part thereof and to execute or authorize to execution of the Works at the risk and cost of the Contractor and in that event the provisions of Clause 47 & 48 shall apply as far as applicable.

26 Insurance

26.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Contract Period), as stated in the 'Appendix to Form of Tender':

1. For loss of or damage to the Works, Plants and Materials and the Contractor's equipment.
2. For liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and
3. For liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

26.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

26.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub- clauses or fails to provide satisfactory evidence, Policies or receipts, the Employer may without prejudice to any other right or remedy, effect Insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payment is due, the payment of the premiums shall be a debt due.

26.4 Alterations to the terms of Insurance shall not be made without the approval of the Employer.

26.5 Both Parties shall comply with any conditions of the insurance policies.

C. Quality Control

27 Identifying defects

27.1 The Employer shall check the Contractor's work or in the course of the Elevator Technology Upgradation works and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

28 Tests

28.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it has a defect, the Contractor shall pay for the test and any samples. If there is no defect, the testing charges shall be borne by the Employer.

29 Correction of Defects

29.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the 'Appendix to Form of Tender'. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

29.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

30 Uncorrected defects

30.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount or will be recovered from any monies due to the Contractor from the Employer including Performance Security.

31 Inspections and Tests

31.1 The Employer or its representative shall have the right to inspect and/or to test the materials or works of the contract to confirm their conformity to the Contract specifications at no extra cost to the Employer. Special Conditions of Contract and the Technical Specifications/ Scope of Work shall specify what inspections and tests the Employer requires and where they are to be conducted. The Employer shall notify the Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.

31.2 Should any inspected or tested materials fail to conform to the specifications, the Employer may reject the materials or Works and the Contractor shall replace the material either replace the rejected materials or make alterations /rectifications necessary to meet specification requirements free of cost to the Employer.

31.3 The Employer's right to inspect test and, where necessary, reject the materials or Works at Project Site shall in no way be limited or waived by reason of the materials or Works having previously been inspected, tested and passed by the Employer or its representative prior to the dispatch of the materials.

31.4 Nothing in GCC Clause 31 shall in any way release the Contractor from any warranty or other obligations under this Contract.

32 Acceptance Certificates:

On successful completion of acceptability test, receipt of deliverables etc, and after the Employer is satisfied with the completion of the Works, the Acceptance Certificate signed by the Contractor and the representative of the Employer will be issued. The date on which such certificate is signed shall be deemed to be the date of successful acceptance of the Works.

D. Cost Control

33 Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the works to be carried out by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

34 Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him.

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ).

(b) Omit any item of work.

(c) Change the character or quality or kind of any item of work.

(d) Change the levels, lines, positions and dimensions of any part of the work.

(e) Execute additional items of work of any kind necessary for the completion of the works; and

(f) Change in any specified sequence, methods or timing of contract of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the Contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall not make any alteration and/or modification of the Works, unless and until the Engineer instructs or gives consent to a Variation. If the contract activities are not in accordance with the Contract, these activities shall not constitute a Variation.

35 Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to ± 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause. If any disputes, that may be settled in the manner laid down under GCC clause 52 and respective Special Conditions of Contract.

36 Submission of Bills for Payment

36.1 The Contractor shall submit to the Employer, the bills of the value of the works completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of

(i) Value of the quantities of the items in the BOQ completed and

(ii) Valuation of Variations.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37 Payments

37.1 Payments shall be adjusted for deductions for advance payments, if any, other recoveries in terms of Contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of complete and valid Bill without any deficiency. The Contractor shall be liable to pay penalty for shortfall in progress.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38 Penalty

38.1 Penalty for non-completion of work or poor quality of work i.e., improper supervision, short deployment of manpower/equipment's/machines/plants and use of inferior quality of materials etc. will be levied. The Contractor shall complete the work within the prescribed time, failing of which,

penalty will be imposed as stated in 'Appendix to Form of Tender' (Section-IV). The decision regarding Penalty & Imposing Penalty shall be of BMRCL.

38.2 This penalty shall not relieve the Contractor from his obligation to carry out the works or from any other of his obligations and liabilities under the Contract.

39 Taxes and Duties

The Contract Price quoted by the Contractor shall be in accordance with the Special Conditions of the Contract and the Employer will perform such duties in regard to the deduction of taxes at source as per applicable law.

40 Liquidated damages

40.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the 'Appendix to Form of Tender' for each day that the Completion Date is later than the Stipulated Completion Date (for the whole of the Works or the milestone as stated in the 'Appendix to Form of Tender'). The total amount of liquidated damages shall not exceed the amount defined in the 'Appendix to Form of Tender'. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

40.2 If the Stipulated Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

41 Cost of repairs

Loss or damage to the Employer assets be incorporated in the Start date and the end date shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

42 Completion

42.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

43 Not used

44 Not used

45 As built drawings and /or Operating and Maintenance Manuals

45.1 Where "as built" / "Completion" Drawings (Circuit / connection diagrams) and /or "Operating and Maintenance Manuals" are required, the Contractor shall supply them by the dates stated in the 'Appendix to Form of Tender'.

45.2 If the Contractor does not supply the Drawings by the dates stated in the 'Appendix to Form of Tender', or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the 'Appendix to Form of Tender' from payments due to the Contractor.

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46 Termination

46.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

46.2 Fundamental breaches of Contract include, but shall not be limited to the following:

a. The Contractor stops work for 7 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer.

b. The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation.

c. The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within 7 days of receipt of notice of failure from BMRCL or within such further time period as BMRCL may have subsequently approved in writing.

d. The Contractor does not maintain safety and security which is required.

e. The Contractor has delayed the completion of works by the number of days for which the maximum amount of penalty can be paid as defined in the 'Appendix to Form of Tender'; and

f. If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph:

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

(ii) "Fraudulent practice" means any omission or misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the BMRCL, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the BMRCL of the benefits of free and open competition."

g. If the Contractor assigns, transfers, sublets (engagement of labour on a piece work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with or attempts to assign, transfer sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Employer.

46.3 When the Contractor has made himself liable for action under any of the cases aforesaid, the Employer shall have powers:

(a) To determine or rescind the Contract as aforesaid (of which termination or rescission notice in writing to the Contractor under the hand of the Employer shall be conclusive evidence). Upon such determination or rescission, the Earnest Money Deposit and/or full security deposit recoverable under the Contract shall be liable to be forfeited and shall be absolutely at the disposal of BMRCL. If any portion of the Security Deposit has not been paid or received it would be called for and forfeited.

(b) To employ labour paid by Employer and to supply materials to carry out the work or any part of the work debiting the Contractor with the cost of the labour and the price of the materials (of the amount of which cost and price certified by the Employer shall be final and conclusive) against the Contractor and crediting him with the value of the work done in all respects in the same manner and at the same rates as if it has been carried out by the Contractor under the terms of his Contract. The Certificate of the Employer as to the

value of the work done shall be final and conclusive against the Contractor provided always that action under the sub clause should only be taken after giving notice in writing to the Contractor. Provided also that if the expenses incurred by the Employer are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.

(c) After giving notice to the Contractor to measure up the work of the Contractor and to take such whole, or the balance or part there of as shall be unexecuted out of his hands and to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor if the whole work had been executed by him (of the amount of which excess the certificate in writing of the Employer shall be final and conclusive) shall be borne and paid by the original Contractor and may be deducted from any money due to him by the Employer under his Contract or on any other account what so ever or from his security deposit or the proceeds of sales there of or a sufficient part thereof as the case may be. If the expenses incurred by the Employer are less than the amount payable to the Contractor at his agreement rates, the difference shall not be paid to the Contractor.

(d) Any excess expenditure incurred or to be incurred by the Employer in executing the works or part of the works or the excess loss or damages suffered or any may be suffered by the Employer as aforesaid after allowing such credit shall without prejudice to any other right or remedy available to the Employer in law be recovered from any moneys due to the contractor on any account and if such moneys are not sufficient, the Contractor shall be called upon in writing and shall be liable to pay the same within 30 days.

(e) If the Contractor shall fail to pay the required sum within the aforesaid period of 30 days the Employer shall have the right to sell any or all of the Contractor's unused materials etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if there after there be any balance outstanding from the Contractor it shall be recovered in accordance with the provision of the Contract.

46.4 In the event of any one or more of the above courses being adopted by the Employer the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of Contract, and in case action is taken under any of the provision afore said, the Contractor shall not be entitled to recover or be paid any sum for any work thereof, or actually performed under this Contract unless and until the Employer has certified in writing the performance of such work and the value to be paid as certified.

46.5 Provided further that if any of the recoveries to be made, while taking action as per 46.3(b) and/or 46.3(c) above, are in excess of the security deposit forfeited, these shall be limited to the amount by which the excess cost incurred by the Employer exceeds the Security Deposits forfeited.

46.6 When either party to the Contract gives notice of a breach of Contract to the Employer for a cause other than those listed under Sub Clause 46.2 above, the Employer shall decide whether the breach is fundamental or not.

46.7 If any information furnished by the Contractor is found to be incorrect at any time, the Contract is liable to be terminated for with and the security deposit is liable to be forfeited by the Employer.

46.8 Notwithstanding the above, the Employer may terminate the Contract for convenience. No Compensation whatsoever will be admissible on this account.

46.9 If the Contract is terminated, the Contractor shall stop the work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

47 Payment upon Termination

47.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the 'Appendix to Form of Tender'. Additional penalty shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

47.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

48 Property

48.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

49 Release from Performance

49.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. OTHERS

50 Warranty / Defects Liability Period

50.1 The Contractor warrants that all Works executed under this Contract shall have no defect arising from materials or workmanship (except when the material is required by the Employer's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied materials or the Works in the conditions prevailing in the country of final destination.

50.2 This Warranty shall remain valid for a period specified in Appendix to Form of Tender after the materials or Works or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. The Contractor shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the Contractor shall at its discretion either:

a) make such changes, modifications, and/or additions to the Works or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further Performance Tests in accordance to respective Special Conditions of Contract; OR

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b) Pay liquidated damages to the Employer with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be as per GCC clause 40 or respective Special Conditions of Contract or as specified in the Technical Specifications.

50.3 The Employer shall promptly notify the Contractor in writing of any claims arising under this warranty.

50.4 Upon receipt of such notice, the Contractor shall, within the period of 3 days and with all reasonable speed, repair or replace the defective Works or parts thereof, free of cost at the ultimate destination. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period from the date of replacement/repair/renewal.

50.5 If the Contractor, having been notified, fails to remedy the defect(s) within 3 days, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

51 Force Majeure

51.1 Notwithstanding the provisions of GCC Clauses 21, 22 and 23, the Contractor shall not be liable for forfeiture of its performance security, penalty or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

51.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Employer either in its sovereign or Contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

51.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such conditions and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

52 Settlement of Disputes (Procedure for resolution of disputes)

The Employer and the Contractor shall make every effort to resolve amicably through negotiation any disagreement or dispute arising between them under or in connection with the Contract.

53 Patent Rights

53.1 The Contractor shall indemnify the Employer against all third-party claims of infringement of Intellectual Property rights of patent, trademark or industrial design rights arising from use of the materials or design or data or any part thereof in India.

54 Limitation of Liability

54.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC Clause 53,

a) The Contractor shall not be liable to the Employer, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits

or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer; and

b) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective works / equipment.

55 Governing Language

55.1 The Contract shall be written in English language. Subject to GCC Clause 3, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

56 The Courts of Jurisdiction

56.1 Any suit or application, arising out of any dispute or difference on account of this Tender shall be filed in a competent court at Bangalore, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.

57 Notices

57.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by facsimile or cable or telex or by hand (duly acknowledged) and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

58 Use of Contract Documents and Information; Inspection and Audit by the Government

58.1 The Contractor shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

58.2 The Contractor shall not, without the Employer's prior written consent, make use of any document or information enumerated in GCC Clause 58.1 except for purposes of performing the Contract.

58.3 Any document, other than the Contract itself, enumerated in GCC Clause 58.1 shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Contractor's performance under the Contract if so required by the Employer.

58.4 The Contractor shall permit the BMRCL to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors appointed by the BMRCL, if so, required by BMRCL.

59 Site Investigation Reports

59.1 The Contractor, in preparing the Tender, shall rely on any site investigation reports referred to in the 'Appendix to Form of Tender', supplemented by any information available to the Tenderer.

60 Indemnity Clause:

60.1 The Contractor shall indemnify the Employer against all third-party claims of infringement of Intellectual Property rights of patent, trademark or industrial design rights arising from use of the materials or design or data or any part thereof in India.

60.2 The Contractor shall keep a complaint cum suggestion book in a conspicuous place at the ground floor in which the visitors may record their complaints/suggestions.

60.3 The Contractor shall ensure that the attendants provided by him maintain perfect discipline and behavior and they shall not in any manner cause any interference, annoyance, nuisance to

BMRCL or its visitors or any other person. In the event of the complaint by the Assistant Manager (E&M) BMRCL, The Contractor shall immediately replace any such attendant.

60.4 The Contractor agrees and undertakes that the services provided by the attendants shall be to the entire satisfaction of the BMRCL and the Contractor shall make it clear to them that they are the employees of the Contractor. They shall not have any claims against BMRCL and BMRCL shall not be liable to wages, salary, compensation and any other emoluments or any statutory benefits due to them under any law or regulation. The Contractor shall be responsible for providing such amenities or emoluments to its employees admissible under the law/rules/regulation and service contract, as the case may be.

60.5 The Contractor shall at all times comply with the laws applicable to it. The Contractor shall take all reasonable steps during the period of this agreement and shall be solely responsible for third party safety.

60.6 The Contractor shall keep BMRCL indemnified of any loss/damages arising out of any fines or other governmental or private actions arising out of this agreement or during the period of the present agreement or extended period. The Contractor shall at all times indemnify the BMRCL and keep it and its staff and officials indemnified, saved, defended and harmless, from and against all suits, actions, proceedings, and all costs, charges, expenses, fines, penalties, prosecutions, losses, damages, liabilities, claims and demands which the BMRCL may bear, incur or suffer, and/or claimed from it, due to or by reason or any default, breach, on- compliance, non-observance and/or non-performance or any of the terms, conditions, covenants, stipulations or provisions hereof by the Contractor.

61 Advances

No advances shall be paid to the Contractor.

62 Price Variation Clause

Price variations clause is not applicable in this Contract.

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SECTION-VI

SPECIAL CONDITIONS OF CONTRACT (SCC)

BANGALORE METRO RAIL CORPORATION LTD. No: Dt:

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SECTION VI: SPECIAL CONDITIONS OF CONTRACT

1. General

The following Special Conditions shall be read in conjunction with the Section V: General Conditions of Contract including Amendments/ Corrigendum thereto. If any provision in these Special Conditions is at variance with that of the aforesaid documents, the later shall be deemed to take precedence there over.

2. Scope of Work / Inspection of Site

The works in connection with **"Upgradation of Schindler make Elevator Control System from Existing MX6 to Scalable Controller System for 21 Elevators of Reach-01 Station's & OCC Building of BMRCL."** under this Contract comprises of entire completion of the works described in the document and as specified in the Technical Specifications and Scope of Work, Tenderers are advised to visit the Site(s)/Building(s) and ascertain for themselves the exact scope of work and it's Working. Conditions, viz. Working Hours, Availability of Site(s), availability of labour and materials and such other relevant conditions which effect the execution and the entire completion of the works etc. and quote their Tenders (Unit Rate) accordingly. Any claim whatsoever will not be entertained by the BMRCL at a later date. For the purpose of inspection of site, the Tenderer is advised to contact the Engineering Authority who will give reasonable instructions/facilities thereof. The Tenderer shall deem to have inspected the site and its surrounding before hand and taken into account all relevant factors pertaining to site in the preparation and submission of this tender.

The Contract shall cover works in connection with "**Upgradation of Schindler make Elevator Control System from Existing MX6 to Scalable Controller System for 21 Elevators of Reach-01 Station's & OCC Building of BMRCL.**" during the contract period.

By agreement, the Contractor will be authorized to undertake this work and is held fully responsible for the execution and performance for the entire period of the contract.

During the tenure of the work, the contractor shall be responsible for all Electrical, Mechanical & Civil works related to Elevator Technology Upgradation works. The contractor shall always maintain all Safety equipment provided in proper working condition at any point of time. The Employer shall be provided necessary support to carry out checks as and when desired. The work shall be carried out in such a way that there is no inconvenience to the Train Service and other system operations.

Before commencement of contract, the Contractor shall submit details of activities to be performed as per the scope of work to the Employer and obtain his approval for the same. If any modification is considered necessary based on the experience of works, the contactor shall suitably alter the details and obtain Employer's approval.

2.1 The Elevator Technology Upgradation works:

Generally, the work shall be carried out during the day in consultation with BMRCL.

i) The Contractor shall prepare and submit his detailed working program. As per the frequency shown in the Technical Specifications.
ii) The period of Contract shall be as stated in 'Appendix to Form of Tender'. However, the work should be started within 7 days from the issuance of letter notifying the commencement of work. Employer at its discretion may terminate the Contract at any point of time.
iii) The Contract period may be extended further by the Employer at his discretion.

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iv) The Contractor should be capable to work round the clock. The activities may have to be done during non-operational hours of above plants & equipment's, time for which will be intimated to the Contractor.

2.2 **Deployment of staff:**

The contractor shall engage and deploy well trained and competent technical personnel to ensure works are going as per the requirement of the contract to ensure trouble free service throughout the contract period.

The team of the Contractor shall inform the Employer's representative and shall start the work only after obtaining permission from the concerned BMRCL staff/authorized representative.

2.3 **Safety of workmen:**

BMRCL shall in no way be responsible for any damage or injury to contractor's man power or their property during the period of contract as per this contract and the contractor shall observe all safety precautions. BMRCL having no liability for any losses during the Contract period, BMRCL shall not reimburse any payment towards medical expenses/compensation to the contractor staff, in case of accident/incident takes place in BMRCL premises.

2.4 **Identity:**

The contractor's staff shall wear Personal Protective Equipment and shall display identity card with photograph issued by the Contractor while entering the BMRCL premises. BMRCL shall in no way responsible for any accidents/incidents to the contractor staff.

2.5 **Minor Fault rectification:**

Rectification work should start immediately after reporting by the Employer/authorized representative of the Employer.

2.6 **logbook and submission of Reports:**

The Contractor shall submit a work schedule well in advance to the Employer.

2.7 **Fitness Certificate:**

After completion of work, the Contractor shall give fitness certificate to the Employer in writing before the installed assets offered back for service/operation.

2.8 **Safety Audit:**

The Contractor shall conduct internal safety audit on both the Safety Management system and the internal site conditions to ensure safe working of Air Handling system.

2.9 **Spares:**

This being a works contract, the contractor shall replace defective spares supplied and installed at free of cost.

2.10 **Availability of spares:**

The Contractor shall be required to maintain the stock of adequate spare parts during the period of Contract. The work shall not be stalled for non-availability of spare parts under any circumstances.

2.11 **Terms of Payment:**

a)	On Delivery	Eighty (80) Percent of the total supply cost shall be paid on receipt of goods at site and upon submission of relevant documents to BMRCL.
b)	On Final Acceptance	The remaining Twenty (20) Percent of the supply cost and Hundred (100) percent of the erection cost shall be paid to the contractor on successful installation, testing, commissioning, training and handing over of lifts with necessary documents as finalized by the BMRCL.

2.12 **Penalty:**

During the contract period, if any concerned activity was not carried out due to non-availability of spares or due to lack of attention, then BMRCL shall impose a penalty as stated in 'Appendix to form of Tender'.

2.13 **Storage:**

BMRCL will provide adequate space at any suitable station for storage of job materials. It shall be the responsibility of the Contractor to provide and secure shelves/Amirah's for storing materials. BMRCL will in no way be responsible for the safety and security of the materials.

2.14 **Contractor's Liability:**

The Contractor shall pay salary & allowances to their staff as per extant Labour Laws.

2.15 **Supply of Water and Electricity**

i. The Employer shall make arrangements for Water supply and Electricity, pneumatic supply necessary for the Works.
ii. The Contractor shall make his own arrangements to tap the Electricity from the nominated sockets / points. The Contractor shall tap the Electricity as per IE Rules & IE Act (Latest) duly following all safety precautions.
iii. The Contractor shall submit full scheme for the requirement of Electricity & water. If scheme mentions Electricity requirement which is beyond the capacity of the Employer, in that case the Contractor shall make his own arrangements / alternative arrangements.
iv. The Contractor should make his own arrangements to draw the water from the available water point to the working place in such a manner without affecting the premises.
v. The Contractor should make his own arrangements for Electricity and Water if the Employer fails to provide Electricity and Water supply due to Technical or any other reasons beyond the control of the Employer

2.16 **Housing Facilities:**

The Contractor shall have to make his own arrangements for housing, boarding / lodging facilities for his staff / engineers.

2.17 **Maintenance instructions and checklists**

The Contractor shall provide the Operation and Maintenance instructions and check sheets to Engineer for normal upkeep of the machine and its equipment's. The various schedules for the maintenance shall be suitably integrated in the **Contract.**

2.18 **Maintenance Records:**

Contractor will have to maintain proper records pertaining to activities carried out with respect to works in connection with **Upgradation of Schindler make Elevator Control System from Existing MX6 to Scalable Controller System for 21 Elevators of Reach-01 Station's & OCC Building of BMRCL.** under the works contract. A copy of the same shall be submitted to BMRCL.

2.19 **Noise and Disturbance / Pollution**

I. All works shall be carried out without unreasonable noise and disturbance. The Contractor shall indemnify and keep indemnified the Employer from and against any liability for damages on account of noise or other disturbance created while carrying out the work, and from and against all claims, demands, proceedings, damages, costs, charges, and expenses, whatsoever, in regard or in relation to such liability.

II. Subject and without prejudice to any other provision of the Contract and the law of the land and its obligation as applicable, the Contractor shall take all reasonable precautions.

2.20 **Contractor's Office**

I. The Contractor should have an office in the Bangalore in consultation with the In-charge for planning, co-ordination and monitoring the progress of the Work and intimate the same in writing to In-charge.

II. The Engineer or technical staff deployed for the works should be qualified and trained in the relevant work with valid competency certificate issued by the Contractor and has the knowledge of safety procedures. The Personnel deployed shall be covered with all statutory requirements at the cost of the Contractor.

2.21 **Supply of Materials, Tools & Plant and Equipment:**

I. No material, tools, machinery, plant and equipment shall be supplied by the Employer except as mentioned in the Tender Document. The Contractor has to arrange all tools, equipment as well as cleaning reagents and consumables required for the work.

II. Not used.

III. The Contractor shall supply the items as installed of the same make in the existing equipment. Replacement of all he spares/components shall be of the same make, type and model. If the make and model not available in the market same shall be replaced by an equivalent make after obtaining approval/clearance from the date of NIT.

IV. The Contractor shall supply free of cost, spare parts including materials which are worn out or have become defective during the Contract period. The quoted cost shall include the repairs and replacement of all the Electrical/Mechanical parts wherever required during the contract period.

2.22 **Use and Care of Site**

I. The Contractor shall not demolish, remove or alter structures or other facilities on the site without prior approval of the Employer.

II. All garbage/debris shall be removed from site daily or as they accumulate. All garbage/debris shall be disposed to the approved locations. The necessary materials required i.e. cartoons/ dustbins etc to be provided by the Contractor at his cost. The transportation for disposing the debris shall also be arranged by the Contractor. The Waste disposal shall be done in sealed condition without affecting the Environment.

III. All Electrical and Electronic equipment's shall be cleaned under the supervision of an authorized representative of BMRCL.

IV. The Contractor shall clean only these areas of the Electrical / Electronic & other specified equipment's which are either mentioned in the specifications or are permitted by the Employer or mentioned by the authorized representative of the Employer.

3. Subcontracting (GCC Clause 7)

The Contractor shall not subcontract the whole of the Works.

4. Compliance with Labor regulations (GCC Clause 9.7)

During continuance of the Contract, the Contractor and his subcontractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including

rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / Acts / Rules / regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of Security Deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The Employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

5. Safety and Security Measures (GCC Clause 15)

Fire Precautions

5.1 The Contractor, his agents, representative, workmen etc., shall strictly observe the orders pertaining to fire precautions prevailing within the restricted area.

5.2 Motor transport vehicles, if any allowed by the Engineer to enter the restricted area, must be fitted with serviceable fire extinguishers.

6. Access to the Site (GCC Clause 16)

Security and Passes

6.1 Contractor's attention is invited to condition that, he shall employ only Indian Nationals after verifying their antecedent and loyalty. The Contractor shall, maintain list of his agents, employees and work people concerned and shall satisfy the Engineer as to the bonafide of such people, and submit to the Engineer / Employer on demand.

6.2 The Employer shall at his discretion have the right to issue passes as per rules and regulations of the installation, area in force to control the admission of the Contractor, his agent's employees and work people to the site of the work or any part thereof. Passes should be returned at any time on demand by the Engineer or the authorities concerned and, in any case on completion of Contract work.

6.3 The Contractor and his agents, employees and workers shall observe all the Rules promulgated by the authority controlling the site in which the work is to be carried out. e.g. Prohibition of smoking and lighting, fire precautions, search of persons on entry and exit, keeping to specific route, observing specified timing, etc., nothing extra shall be admissible for any man hours, etc., on this account.

6.4 Conditions of working

Work under this Contract lies in restricted area.

6.5 Visit to site within the restricted area.

Permission to enter the restricted areas at the time of submission of Tenders can be obtained through the Employer or his authorized Representative. Tenderers are advised to send prior intimation of their agents, representatives etc., if any, dates and time of their proposed visit so that necessary arrangements may be made by Employer to secure admission. Whether a Tenderer visits the site or not he shall be deemed to have full knowledge of the restriction of entering into/exit from and working within the restricted area.

BMRCL

6.6 Entry/Exit

The Contractor his agents/representatives, workmen etc., and his materials, carts, trucks or other means of transport etc., will be allowed to enter through and leave from only such gate or gates and such times as the employer or authorities in charge of the restricted areas may at their sole discretion permit to be used. The Contractor's authorized representatives are required to be present at the place of entry and exit for the purpose of identifying his carts, trucks etc., to the personnel in charge of the security of restricted areas.

6.7 Identity Cards or Passes

The Contractor, his agents and representatives are required individually to be in possession of an identity Card or Pass duly verified by the Employer or his authorized Representative. The identity card or pass will be examined by the Security Staff at the time of entry into or exit from the Restricted Area and also at any time or number of times inside the Restricted Area.

6.8 Identity of Workmen

6.8.1 Every workman shall be in possession of an identity card. The Identity Card will be issued after thorough investigation of the antecedents of the labourers by the Contractors and attested by Officer-in-Charge of the unit concerned in accordance with the Standing Rules and regulations of the units.

6.8.2 Contractor shall be responsible for the conduct and action of his workmen, agents or representatives.

6.9 Working Hours

The Contractor should deploy well trained personnel during the course of contract period and should do works in the suitable time specified by the BMRCL

6.10 Co-operation with other Agencies

The Contractor shall permit free access and generally afford reasonable facilities to other agencies or departmental workmen engaged by the BMRCL to carry out their part the work, if any, under separate arrangements.

6.11 Electric Supply

Electricity shall be provided on non-chargeable basis, if available and feasible. Otherwise, the Contractor shall make his own arrangements at his own cost, for Electrical Power and gas required for his works. Work shall not be delayed for non availability of electricity/gas.

6.12 Emergency Works

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work, under intimation to the Engineer.

6.13 Search

Thorough search of all persons and transport shall be carried out at each gate and for as many times as the gate is used for entry or exit and may also be carried out at any time or any number of times at the work site within the Restricted area.

6.14 Access Roads

i. Existing roads and other public roads may be used by the Contractor to carry out required works activities, with prior approval of the Competent Authority.

ii. The Contractor shall repair any damage to the road or bear the cost thereof due to movement of Contractor's plants and equipment, vehicles etc. to the specifications and satisfaction of Employer.

7. Inspection and Tests (GCC Clause 39)

7.1 Inspection and tests at final acceptance are as follows:

Inspection and tests at final acceptance are as follows:

(i) The inspection of the materials / Works shall be carried out to check whether the materials / Works are in conformity with the Technical Specifications attached to the Contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of Contract. Following broad test procedure will generally be followed for inspection and testing of works.

(ii) The acceptance test will be conducted by the Contractor in presence of the Employer/their representative, or any other person nominated by the Employer, at its option. The acceptance will involve trouble-free operation. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of the Works should occur.

(iii) In the event of the materials / Works failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Employer reserves the rights to get the Works replaced / redone by the Contractor at no extra cost to the Employer.

7.2 Materials and Samples

7.2.1 The Contractor shall produce samples of all materials/articles, fittings, accessories etc., that he proposes to use in the Works and get it approved in writing by the Engineer Authority before incorporating in the work. The materials, articles etc., as approved shall be labeled as such and shall be signed by the Engineer Authority and Contractor's representative. The samples shall be kept in the custody of the Engineer-in-Charge till payment of final bill.

7.2.2 Materials provided by the Contractor for incorporation in the work shall unless otherwise specified in the particular specifications, comply with the requirement of the latest relevant Indian Standard (IS) on the website of BIS i.e., www.bis.org.in. and as specified in Karnataka Pollution Control Board (KPCB).

8. Variations (GCC Clause 41)

8.1 The Total variation shall be limited to ± 25% of the Total Original Value of the Contract.

9. Taxes and Duties (GCC Clause 28)

9.1 The rates and prices quoted for each item shall be inclusive of all applicable taxes, cess and duties under applicable law but exclusive of CGST & SGST. BMRCL shall pay the output CGST & SGST as invoiced by the contractor to BMRCL. The quoted price also includes insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor to the authorities and including Tax to be deducted at source as defined in ITT clause 11.

9.2 Contractors shall be entirely responsible for all Taxes, duties, license fees, octroi, road permits, etc., incurred until completion of the whole of the Works and handover to the Employer.

9.3 Income tax deduction:

As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16 shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax

Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted. The contractor should not be an Income Tax defaulter.

9.4 The successful Tenderer shall maintain complete records of duties, other taxes and levies, etc; payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Employer.

9.5 Any increase in SGST & CGST shall not be paid in the extended period of Contract for which the Contractor alone is responsible for delay as determined by the Engineer while granting the extension of time". However, this shall not be applicable for "variations".

10. Termination (GCC Clause 47)

10.1 The Fundamental breach of the Contract shall also include that "the Contractor has contravened GCC Clauses 7 (Subcontracting) and 9 (Personnel).

10.2 In the event the Employer terminate the Contract in whole or in part, pursuant to GCC Clause 47, the Employer.

(i) shall forfeit the performance Security, and

(ii) may carry out the Works, upon such terms and in such manner as it deems appropriate, works similar to those incomplete, and the Contractor shall be liable to the Employer for any excess costs for such similar Works. However, the Contractor shall continue the performance of the Contract to the extent not terminated.

11. Settlement of Disputes (GCC Clause 52)

In case of any Dispute in settling claim or any other matter, the dispute settlement mechanism shall be as per GCC clause 52. Decision of BMRCL shall be final in this regard and binding on both parties.

12. Notices (GCC Clause 55)

For the purpose of all notices, the following shall be the address of the Employer and Contractor.

Employer:

The Dy. General Manager (E&M)
Bangalore Metro Rail Corporation Ltd (O&M Wing)
Admin Bldg, Baiyappanahalli Depot,
Near NGEF Signal, Old Madras Road,
Bangalore - 560038
Karnataka, India

Contractor:

.....
.....
.....
(To be filled in after the award of Contract).

13. Use of Contract Documents and Information (GCC Clause 56)

The Contractor shall not communicate any classified information regarding works to others without prior approval of Engineer. The Contractor shall also not make copies of the design/drawings and other documents furnished to him in respect of works and he shall return all documents after completion of works or on earlier determination of Contract. The Contractor shall along with final bill, attach a receipt from the Engineer in respect of his having returned the classified documents as per condition of General Conditions of Contract.

14. Proprietary Materials (New Clause)

14.1 The Contractor shall obtain proprietary materials from manufacturers authorized stockiest where such authorized stockiest have been appointed. The Contractor shall produce original receipt voucher of the same.

14.2 The Contractor shall ensure that proprietary materials are brought to site in original sealed containers/packing, breaking manufacturer's markings.

15. Protection of Environment:

The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the Contract, the Contractor and his Subcontractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

16. Payments (GCC Clause 44):

BMRCL has registered itself in TReDS platform for acceptance of contractor's bill (factor unit) in case the contractor opts for the same.

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SECTION-VII

TECHNICAL SPECIFICATIONS

&

SCOPE OF WORK

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SECTION VII

TECHNICAL SPECIFICATIONS & SCOPE OF WORK

Name of the Work: Upgradation of Schindler make Elevator Control System from Existing MX6 to Scalable Controller System for 21 Elevators of Reach-01 Station's & OCC Building of BMRCL.

Following are the locations of Elevators installed in various stations and Baiyappanahalli Depot OCC.

SL No.	SITE / STATION	LIFT No.	LOCATION
1	BYPH	L1	PF1
2		L2	PF2
3		L3	RSS SIDE
4		L4	OMR
5		L5	ENT C
6	BYPH Depot	L1	OCC
7	SVRD	L1	PF1
8		L2	PF2
9		L3	ENT A
10		L4	ENT D
11	IDN	L1	PF1
12		L2	PF2
13		L3	ENT B
14	HLRU	L1	PF1
15		L2	PF2
16		L3	ENT B
17	TTY	L1	PF1
18		L2	PF2
19		L3	ENT C
20	MAGR	L1	ENT A
21		L2	ENT D

1.0 GENERAL

1.1 All the Indian Standard Specifications and Codes of Practice, currently applicable and updated as of date shall apply to the equipment's and the work covered by this contract. In addition the relevant clauses of the Indian Electricity Act 1910 and Indian Electricity Rules 1956 as amended up to date shall also apply. Wherever appropriate Indian Standards are not available, relevant British and / or IEC Standards shall be applicable

1.2 The list of standard & optional features supported by the upgraded control system will have to be submitted by the contractor with the tender for evaluation.

1.3 Materials to be provided by the contractor for incorporation in the work shall unless otherwise specified in the technical specification comply with their requirements of the relevant Indian Standard (IS) including errata and amendments read in conjunction with latest edition. The contractor may, however, at his own discretion provide and incorporate in the works such materials complying with the requirement of any subsequently amended or revised edition of the corresponding IS without any price adjustment of the lump sum or while pricing deviation.

2.0 SCOPE OF WORK

(a) Dismantling of existing MX6 Controller unit and associated assembly of Schindler Elevators.

- Removal of Dismantled Material: - All the dismantled material that is not being retained is redundant to BMRCL & the contractor agrees to take the subject materials elsewhere for use if any to him. Salvage value to be considered by the successful bidder and the net price quoted shall take consideration of reduction on account of this material. This Salvage value is to be included in the quote.

- All items that are replaced will need to be taken away from site within 03 days of its dismantling with prior information to BMRCL with the complete list of such items. Salvage value for all such dismantled materials shall be quoted in the BOQ and net contract price arrived post reduction of the same.

(b) Modernization / Upgradation of existing Control system of Schindler Elevators with latest Schindler scalable Controller system equipped with in built ARD (Automatic Rescue Device) interface control, shaft information system, interface board systems & associated mechanical and electrical Hardware / Consumables.

- The list of standard & optional features supported by the upgraded control system will have to be submitted by the contractor with the tender for evaluation.

- The operation of the contactors and interlocks shall be examined and it shall be ascertained whether all requirements laid down in the controller specifications have been met.

- The new controller unit assembly shall be wall/floor mounted, vertical, totally enclosed cubicle type with hinged doors on the front and/or the rear to provide easy access to all components in the controller. The cubicle shall be well ventilated such that the temperature inside never exceeds the safe limits of the components at ambient room conditions in the machine room. The controller shall operate within the supply voltage variation of plus 10% to minus 10% of the nominal voltage. The controller shall be complete with relay protection against the following:

  - ✓ Over current
  - ✓ Under voltage
  - ✓ Single phasing
  - ✓ Phase reversal
  - ✓ Earth leakage
  - ✓ Over voltage – 3Phase
  - ✓ Spikes & Surge

- New Control system panel shall be designed to meet the requirements laid down by the EN12015 standards relevant to Electro-Magnetic Compatibility (EMC).

(c) **Automatic Rescue Device**

- The newly installed ARD should move the lift to the nearest landing in case of power failure and single phasing during normal operation of lift.

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- ARD should monitor the normal power supply in the main controller and shall activate rescue operation within 30 seconds of normal power supply failure. It should bring the lift to the nearest floor at a slower speed than the normal run. While proceeding to the nearest floor the lift will detect the zone and stop. After the lift has stopped, it automatically opens the doors and parks with door open. After the operation is completed by the ARD the lift is automatically switched over to normal operation as soon as normal power supply resumes.

- In case the normal supply resumes during ARD in operation the lift will continue to run in ARD mode until it reaches the nearest landing and the doors are fully opened. If normal power supply resumes when the lift is at the landing, it will automatically be switched to normal power operation and start from there instead of getting into correction mode and going to lowest floor.

- All the lift safeties shall remain active during the ARD mode of operation

- Audio / Visual alarm to be provided in car to announce ARD operation; voice synthesizer to make an announcement that lift is running to floor level on emergency power and to exit upon arrival.

(d) **Control & Power wiring**: All control wiring shall be of copper. All electrical wires and cables shall be low smoke emission and halogen free type (LSHF). The control wiring shall be laid out neatly and clearly in cable sleeves and all terminals and cables shall be labeled or marked for identification.

(e) **Earthing**: Metal frames and all metal work of the new controller frame shall be connected to existing earthing arrangement available at site.

(f) **RMS (Remote Monitoring System):** The new control system should be compatible with existing RMS and should be able to communicate with the RMS through standard protocol like MODBUS, LONWORKS, and BACNET etc.

(g) Post upgradation tests at site shall be conducted by the lift contractor to confirm the performance parameters in the presence of BMRCL representatives.

3. Temporary Alterations to Restore Service:

The Contractor shall undertake any temporary modifications necessary to maintain service. Any such modification shall be submitted for review by the Employer's Representative.

4. Communications:

The Contractor shall ensure that adequate communication facilities are provided to its staff during the Contract.

5. Location of Staff:

Competent people shall be made available in the headquarters (Bangalore) at all times.

6. Scope and hours of coverage

The Contractor shall provide a full 24 X 7hour **Basis service** and shall be such that initial within Two to Three Hours of Intimation and rectification of failure are in accordance with the following:

- Competent Representative of the contractor shall be made available in the work spot where defects are noticed along with relevant spares based on the faults intimated to the contractor by Owner's engineer within the time stipulated in the contract.

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- Rectification work shall be carried out in a reasonable time.
- Non availability of spares/components required for rectification, non-deployment of representative and failing to put back the system in service will attract a penalty of Rs.5000 per day.
- However, in case of failures, faults shall be rectified within 5 hours from the time of intimation, failing which penalty at the rate of Rs. 5000/- per day of delay will be imposed.

7. Failure Investigations

The Contractor shall conduct failure investigations.

Disputes between Contractor and other Contractors will be resolved by the Employer's Representative.

The Contractor shall make available to the Employer all works and failure data as required

8. BREAK DOWN SERVICE:

The Contractor shall also undertake to provide a breakdown service whereby qualified Technical Personnel shall attend to each breakdown as soon as practicable after a breakdown is reported and carry out immediate remedial work at a reasonable speed according to the nature of the breakdown. Any faulty equipment or components shall be quickly replaced.

In circumstance such that the Contractor fails to attend the breakdown within One normal working hour after notification of the breakdown and where remedial work is interrupted during normal working hours for purposes other than obtaining replacement parts, the employer reserves the right to order such action as may be necessary to expedite completion of remedial work which shall be at the Contractors expense without abrogation of the Contractors responsibilities.

9. There will be a Minimum Guarantee of One Year for the Performance of Each Part/item, replaced during contract from the Date of such Replacement and in case of any failure of these components shall be attended to without any financial implications to BMRCL.

SECTION-VIII

DRAWINGS

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SECTION VIII - DRAWINGS

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SECTION-IX

PROFORMA OF BANK GUARANTEES

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SECTION IX : PROFORMA OF BANK GUARANTEES

PROFORMA – A : Form of Bank Guarantee for Tender Security / Earnest Money Deposit

PROFORMA – B : Form of Bank Guarantee For Performance of Contract

BMRCL

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PROFORMA - A

FORM OF BANK GUARANTEE FOR TENDER SECURITY / EARNEST MONEY DEPOSIT

To
BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)
III FLOOR, BMTC COMPLEX,
K.H.ROAD, SHANTHINAGAR,
BANGALORE- 560027.
KARNATAKA, INDIA.

1. **WHEREAS** "..... *(Name and Address of the Tenderer)* ....." (Herein after called the "Tenderer") has undertaken for submission of Tender in pursuance of Contract No. ..... (*Work of .....*) Bangalore Metro Rail Project to be specified) (hereinafter called "the Tender")

2. **AND WHEREAS** it has been stipulated in the concerned Tender notification issued by Bangalore metro Rail Corporation Limited (BMRCL) which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, herein after called the Employer) to the Tenderer that the Tenderer shall furnish to EMPLOYER (BMRCL) with a Bank Guarantee as per the conditions of the Tender, from an Indian scheduled Bank (excluding Cooperative Bank) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 r/w second schedule for, the sum specified herein below as Tender security for compliance of the obligation and performance, in accordance with the concerned Tender conditions.

3. **AND WHEREAS** we..... *(The name and full address of the Bank including Email address)* having registered office at ..... (hereinafter referred to as the issuing Bank) which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, do hereby agree to give the Contractor such a Bank Guarantee, drawn and payable at Bangalore ..... through Bangalore Branch.

4. **NOW therefore**, we hereby affirm that we are the guarantor and responsible to EMPLOYER (BMRCL) and their successor, on behalf the Tenderer up to a total sum of Indian Rupees of Rs. (*amount of Guarantee to be specified in figure and words*), and we hereby further unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil, or arguments any sum or sums within the limits of Indian Rupee..... (*Bank guarantee amount to be specified*) as aforesaid without your needing to prove or to show grounds or reasons for your demand, by depositing/crediting to the Current A/c. of EMPLOYER (BMRCL), the sums specified therein.

5. This Bank Guarantee is encashable or extendable at our designated Branch in Bengaluru (Bangalore) Karnataka, India, as mentioned below:

Name of the Bank, Branch and contact details Address
Telephone no: & Fax No:
E-mail Address
Branch Manager Name& Mobile No:
Bank Zonal Office Address, Telephone No:, Fax Number,
E-mail Address

BANGALORE METRO RAIL CORPORATION LTD. BMRCL

6. "This Bank Guarantee shall be encashed unless renewed by the Contractor at the request of the Employer, before the due date".

7. The Bank is liable to pay the EMPLOYER (BMRCL), any amount up to and inclusive of the afore mentioned full amount upon written order from the EMPLOYER (BMRCL). The Bank will pay the money required by the EMPLOYER (BMRCL) immediately on demand without delay without reference to the Tenderer and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Tenderer.

8. BMRCL shall have full rights to encash this Bank Guarantee at any time during the guarantee period and the Tenderer shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer (BMRCL). The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the EMPLOYER (BMRCL), without the consent of the Tenderer and without referring the matter to the Tenderer.

9. Courts at Bangalore, Karnataka, India shall have exclusive jurisdiction to adjudicate disputes arising out of encashment of the Guarantee, and we, the said Bank, undertake not to revoke this Guarantee during its currency, except with the previous consent of the Employer in writing and agree that any change in the constitution of the Bank shall not discharge our liability hereunder.

10. This Bank Guarantee will not be discharged due to the change in the constitution of the Tenderer or change in the constitution of the issuing bank
11. This guarantee is executed and issued by Shri ..... who is/are authorized by the Bank for issuing the guarantee in its behalf and his ID No. and Email address being.....

12. The Banks liability under this Guarantee shall not exceed the amount of INR..... (*To be specified in words and figures*.....).

13. This guarantee shall be valid for (*period to be specified*) till..... (*Period to be mentioned*).

14. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

15. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the first occurrence of either of the following events:.

    a) Payment by the Bank of the Guaranteed sum in full to the Employer/ BMRCL

    Or

    b) Receipt of written communication from the Employer/BMRCL, to the issuing Bank, along with the Original Bank Guarantees discharging the Bank of its liability covered by this Bank Guarantee.

SIGNATURE AND SEAL OF THE GUARANTOR SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF THE BANK..... NAME OF THE BANK.....

ADDRESS..... ADDRESS .....

Note:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issue the Bank Guarantee.

2. The Bank Guarantee shall be from an Indian Scheduled Bank (excluding Co-operative banks) or from a Scheduled Foreign Bank as defined in section 2(e) of RBI Act,1934 read with second schedule, preferably drawn on and payable & extendable at a designated Branch a Bangalore only.

PROFORMA – B

FORM OF BANK GUARANTEE FOR PERFORMANCE OF CONTRACT

To
BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)
III FLOOR, BMTC COMPLEX,
K.H.ROAD, SHANTHINAGAR,
BANGALORE- 560027.
KARNATAKA, INDIA.

1. WHEREAS"*.....(Name and Address of the Contractor) .....*" (herein after called the "Contractor") has undertaken for due performance of Contract, in pursuance of Contract No..... (*Description of the Contract work of Bangalore Metro Rail Project to be specified)* (Herein after called "the Contract")

2. **AND WHEREAS** it has been stipulated in the concerned Contract awarded by Bangalore Metro Rail Corporation Limited (BMRCL) hereinafter called the "Employer" which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor that the Contractor shall furnish to EMPLOYER (BMRCL) with a Bank Guarantee for due performance of Contract from an Indian scheduled Bank (excluding Cooperative Bank) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule for, the sum specified herein below as security for compliance of the obligation and performance of the Contractor, in accordance with the concerned Contract.

3. **AND WHEREAS** we..... *(The name and full address of the Bank including Email address)* having registered office at ..... (Hereinafter referred to as the issuing Bank) which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, do hereby agree to give the EMPLOYER (BMRCL) on behalf of the Contractor such a Bank Guarantee, drawn and payable at Bangalore ..... through our Bangalore ..... Branch.

    1. **NOW therefore**, we hereby affirm that we are the guarantor and responsible to EMPLOYER (BMRCL) and their successors, on behalf of the Contractor up to a total sum of ..... (*Amount of Guarantee to be specified in figure and words*), such sum being payable in the respective currencies in which the Contract Price is payable. Further, we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without you being required to prove or to show grounds or reasons for your demand, by depositing/crediting to the Current A/c. of EMPLOYER (BMRCL), the sums specified.
    2. This Bank Guarantee is encashable or extendable at our designated Branch in Bengaluru (Bangalore) Karnataka, India, as mentioned below:

Name of the Bank, Branch and contact details.
Address
Telephone no: & Fax No:
E-mail Address
Branch Manager Name& Mobile No:
Bank Zonal Office Address, Telephone No, Fax Number,
E-mail Address

6. "This Bank Guarantee shall be encashed unless renewed by the Contractor at the request of the Employer, before the due date".
7. BMRCL shall have rights to encash this Bank Guarantee at any time during the guarantee period and the Contractor shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the EMPLOYER (BMRCL), without the consent of the Contractor and without referring the matter to the Contractor.
8. The Bank shall be liable to pay the EMPLOYER (BMRCL), any amount up to and inclusive of the aforementioned full amount upon written order from the EMPLOYER (BMRCL) to indemnify the BMRCL for any liability of damage resulting from any defects and/or shortcomings of the Contractor and/or the debts the Contractor may have incurred, to EMPLOYER (BMRCL) and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the EMPLOYER (BMRCL) immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor.
9. Courts at Bangalore, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of encashment of the Guarantee, and we, the said Bank undertake not to revoke this Guarantee during its currency, except with the previous consent of the Employer in writing and agree that any change in the constitution of the Bank shall not discharge our liability hereunder.
10. This Bank Guarantee will not be discharged due to the change in the constitution of the Contractor or change in the constitution of the issuing bank.
11. This Deed of guarantee is signed and executed by Shri ..... who is/are authorized by the Bank for issuing the guarantee in its behalf and his ID No. and Email address being .....
12. The Bank's liability under this Guarantee shall not exceed the amount of INR ..... *(to be specified in words and figures*.....)
13. This guarantee shall be valid for (*period to be specified*) till ..... (*period to be mentioned*).
14. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.
15. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:

    a) Payment by the Bank of the Guaranteed sum in full to the Employer/BMRCL

    Or

    b) Issue of written communication by the Employer / BMRCL, to the issuing Bank, along with the Original Bank Guarantees discharging the Bank of its liability covered by this Bank Guarantee. .

Date:

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF THE BANK.....

ADDRESS.....

BMRCL

Note:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issue the Bank Guarantee.

2. The Bank Guarantee shall be from an Indian Scheduled Bank (excluding Co-operative banks) or from a Scheduled Foreign Bank as defined in section 2(e) of RBI Act,1934 read with second schedule, preferably drawn on and payable & extendable at a designated Branch a Bangalore only.

SECTION-X

ANNEXURES

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SECTION X : ANNEXURES

ANNEXURE - 1	**FORM OF CONTRACT AGREEMENT**
ANNEXURE - 2	**CHECK LIST**
ANNEXURE - 3	**DETAILS OF BANK ACCOUNT FOR REFUND OF EMD**
ANNEXURE - 4	**FORMAT OF DECLARATION TOWARDS LITIGATION / ARBITRATION / DEBARMENT / BLACKLISTING**
ANNEXURE - 5	**UNDERTAKING**
ANNEXURE - 6	**CERTIFICATE FOR COMPLIANCE OF RESTRICTIONS IN REGARD TO PROCUREMENT FROMTENDERERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA**
ANNEXURE - 7	**OEM (MANUFACTURERS' AUTHORIZATION FORM)**
ANNEXURE – 8	**FORM FOR SEEKING PRE-BID CLARIFICATION ON TENDER DOCUMENT**

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ANNEXURE- 1

FORM OF CONTRACT AGREEMENT

CONTRACT No. BMRCL/O&M/E&M/R1 SCH-Elev Upgrade/2023/07

Upgradation of Schindler make Elevator Control System from Existing MX6 to Scalable Controller System for 21 Elevators of Reach-01 Station's & OCC Building of BMRCL.

This **Contract Agreement** (hereinafter called the **"Contract"**) is made at Bangalore on the..... day of ..... by and between:

BANGALORE METRO RAIL CORPORATION LIMITED, a Public Limited Company incorporated under Companies Act 1956 and a 50:50 Joint venture of Government of India and Government of Karnataka formed for the purpose of execution of a Mass Rapid Transit System in the city of Bengaluru, represented herein by its Executive Director (O&M), authorized to sign and bind the Company, with its office located at III Floor, BMTC Complex, K.H. Road, Shanthinagar, Bengaluru 560 027, Karnataka State, India hereinafter referred to as the **"BMRCL"** or the **"EMPLOYER"**, as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the one part,
and

M/s .....(*name of the Contractor*).....,a.....*(legal status)*.....Company incorporated under Companies Act 1956, having is office at .....*(Contractor's office address)*....., represented herein by Mr. .....(*name and designation of the representative)*.....,authorized to sign and bind the Company under the Power of Attorney dated..... and the Board Resolution dated ....., who shall be responsible to the Employer under the Contract No. **BMRCL/O&M/E&M/R1 SCH-Elev Upgrade/2023/07** for " **Upgradation of Schindler make Elevator Control System from Existing MX6 to Scalable Controller System for 21 Elevators of Reach-01 Station's & OCC Building of BMRCL.**", Hereinafter referred to as the "Contractor", which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successor and assigns, of the other part.

Hereinafter, **BMRCL/Employer and Contractor** are collectively referred to as **"Parties"** and individually as **"party"**

WHEREAS, the Employer invited Tenders for Contract No. **BMRCL/O&M/E&M/R1 SCH-Elev Upgrade/2023/07** vide notification no. .....dated..... and the Contractor has in response submitted a Tender for Contract for " **Upgradation of Schindler make Elevator Control System from Existing MX6 to Scalable Controller System for 21 Elevators of Reach-01 Station's & OCC Building of BMRCL.**" (Hereinafter referred to in this Agreement as "the Works") and agrees to undertake performance of the Works under the terms and conditions set forth in this Contract.

AND WHEREAS, the Contractor emerged as the successful Tenderer and the Employer awarded the Contract to the Contractor and the Contractor agrees for " **Upgradation of Schindler make Elevator Control System from Existing MX6 to Scalable Controller System for 21 Elevators of Reach-01 Station's & OCC Building of BMRCL.**"under the terms and conditions specified in this Contract and other Documents, forming part thereof.

NOW THEREFORE THE PARTIES HEREBY AGREEAS FOLLOWS:

Clause 1: Words and Expressions:

In this Contract, all the words and expressions shall have the same meaning as are respectively assigned to them in the conditions of Contract hereinafter referred to.

Clause 2: The Contract Documents

2.1 The following shall be deemed to form and be read and construed as a part of the Agreement.

(a) Letter of Acceptance No. ..... dated.....
(b) Priced Bill of Quantities
(c) Instruction to Tenderers/ Bidders
(d) General Conditions of Contract
(e) Special Conditions of Contract
(f) Bid Forms/ Tender Forms
(g) Technical Specifications including scope of work
(h) Employer's clarifications to Pre-bid Queries and Addendum No.... dated .....
(i) Contractor's proposals submitted vide letter no. ..... dated.....
(j) All correspondence between the Tenderer/ Bidder and BMRCL from the date of issue of NIT and the date of issue of this LOA.
(k) Performance Security in the form of Bank Guarantee issued by ..... (name & address of the issuing bank) ....., vide BG No. ..... dated ..... amounting to .....valid up to.....and its authensity confirmed by the bank vide letter no..... dated
(l) Any other document forming part of this Contract.

2.2 All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract. Also incorporated into the Contract, and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein. In the event of conflict, inconsistency, ambiguity or discrepancy between the contents of the Contract, the order of precedence shall be according to the Special Conditions of Contract.

Clause 3: Integration

The Employer and the Contractor agree that this Contract Agreement, together with the other Contract Documents, expresses all of the agreements, understandings, promises, and covenants of the parties and that integrates, combines, and supersedes all prior and contemporaneous negotiations, understandings, and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, expect as may otherwise be specifically provided in this Contract Documents.

Clause 4: Contract Price and Completion Time:

The Contract price is inclusive of labour, cess charges and duties under applicable law but exclusive of CGST & SGST as invoiced by the contractor to BMRCL (as per clause 28 of the

General Conditions of Contract and respective Special Conditions of Contract) and completion time for executing the works under the Contract as below:

1.	Estimated Cost specified in the Tender	Rs.....
2.	Total Contract Price	Rs..... (Indian Rupees.....only).
3.	Date of Commencement of Works	Date of issue of Letter of Acceptance (LOA) as per clause 29 of ITT.
4.	Completion period	30 Weeks from the date of Contract Agreement.

Clause 5: Obligations of the Contractor:

The mutual rights and Obligations of the Employer and the Contractor shall be set forth in the Contract and in particular: -

a. The Contractor agrees, subject to the terms and conditions of the Contract, to perform efficiently and faithfully all of the Works of "Upgradation of Schindler make Elevator Control System from Existing MX6 to Scalable Controller System for 21 Elevators of Reach-01 Station's & OCC Building of BMRCL." under the Contract including ..... (Brief scope of works) .....requisite for or incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by the Contract.

b. The Contractor shall ensure full compliance with Tax laws of India with regards to this Contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc., of the Contractor in respect thereof, which may arise.

Clause 6: Obligation of the Employer:

The 'EMPLOYER' agrees, subject to the terms and conditions of the Contract to pay Contractor the amount specified and at the rates and terms and in the manner set forth in the Contract.

Clause 7: Governing Law:

This Contract is construed/ interpreted and enforceable under the applicable laws of the Republic of India.

Clause 8 Language:

This Contract Agreement and the other Contract Documents are made in the English language.

Clause 9 Notices:

All Notices called by the terms of the Contract shall be in writing in English Language and shall be delivered by hand or by registered mail with acknowledgement due. All notices shall be deemed

BMRCL

to be duly made by the party to whom it is addressed at the following address or such other address in India as such party may subsequently notify the other.

To Employer:

Bangalore Metro Rail Corporation Ltd,
III Floor, BMTC Complex,
K.H. Road, Shanthinagar,
Bangalore-560027,
Karnataka, India.

To Contractor:

.....
.....
.....
.....

Clause 10 Jurisdiction of Court:

The Courts at Bengaluru shall have exclusive jurisdiction in respect of all the disputes arising out of this Contract Agreement between the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names by the hands of their authorized representatives on the day and date first above written.
For Bangalore Metro Rail Corporation Limited.

(EMPLOYER)	(CONTRACTOR)
(.....)	(.....)
Witness:	Witness:
(.....)	(.....)

***Note**: The form of contract Agreement is tentative and may be modified as considered necessary at the time of finalization/signing of the Contract.*

ANNEXURE - 2

CHECK LIST**

(A) The following check list is intended to help the Tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the Tender documents and the list carefully and take necessary action.

(B) Tenderers are also required to submit copy of the checklist, duly marked, along with their offer. The Tender submittals shall consist of the following:

I	**QUALIFICATION CUM TECHNICAL PACKAGE**	
a.	Earnest Money Deposit (Clause 14 of ITT)*	Paid / Not paid (E-payment)
b.	Form of Tender on firm's Letter head (Clause 10 of ITT)	Submitted / Not Submitted
c.	Notarized Power of Attorney (Clause 15.2 of ITT) / Attested copy of the Partnership deed / Ownership record to demonstrate the authority to sign the Tender submittals.	Submitted / Not Submitted
d.	Untampered Tender Document uploaded by BMRCL in e-procurement portal (along with Employer's clarification and addenda if any) duly signed and stamped on each page)	Submitted / Not Submitted
e.	Evidence of 'Tenderer's Eligibility and Qualification Criteria (Clause 2 & 3 of ITT) and **Qualification Information** (Section III) with CA's certifications.	Submitted / Not Submitted
f.	Copy of PAN card	Submitted / Not Submitted
g.	Copy of GST Registration Certificate	Submitted / Not Submitted
h.	EPF, ESI, Labour License	Submitted / Not Submitted
i.	**Bank Details** in prescribed Proforma given in **Annexure-3 in Section-X** along with a **cancelled Cheque leaf** (ITT clause 14.11)	Submitted / Not Submitted
j.	**Client certificate, as per ITT clause 3.3**	Submitted / Not Submitted
k.	**Annexure-4: Declaration towards Debarment/Blacklisting**	Submitted / Not Submitted
l.	**Annexure-5: Undertaking** as per prescribed Proforma given in **in Section-X**	Submitted / Not Submitted
m.	Constitution or legal status of Tender as per clause 1.1 of Section III	Submitted / Not Submitted

Note to the Tenderer:

** - To be submitted in **Original** only.*

*** - The above list is not exhaustive, any other document/s which are required as per the Tender document shall be submitted/Uploaded.*

Tenderer

BANGALORE METRO RAIL CORPORATION LTD. BMRCL

ANNEXURE – 3

DETAILS OF BANK ACCOUNT FOR REFUND OF EMD

- Name of the Firm/Tenderer:
- Name of the account to which amount to be remitted:
- Complete Address:
- Name of the Bank:
- Branch:
- Address of the Bank Branch:
- Account Type:
- Account Number:
- IFS Code of the Bank Branch:
- MICR Code of the Bank Branch:
- Whether a cancelled Cheque of the Tenderer/Firm is submitted: Yes or No (please tick)

Certified that the information furnished above is correct.

Signature of the Tenderer

BANGALORE METRO RAIL CORPORATION LTD.

ANNEXURE-4

FORMAT OF DECLARATION TOWARDS DEBARMENT / BLACKLISTING

We, M/s ..... *[Name of the Tenderer]* ....., herein after called "The Contractor", do hereby affirm and declare that we have NOT been Black listed /Debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/ projects/ Reputed private organizations in India during last five (5) years. Also, we have not reclined the works after the award of the contract during last five (5) years.

In case it is found that above statement is not true, any time during effect of this Tender or currency of the Contract entered between the parties based on the above statement, BMRCL reserves its rights to terminate the Contract and forfeit the Tender Security / Performance Security at its discretion.

Place:

Date

Signature of the Tenderer

Name:

Designation:

Seal of the Company:

Phone:

BANGALORE METRO RAIL CORPORATION LTD. No: BMRCL

ANNEXURE -5

UNDERTAKING

We, M/s ..... *[Name of the Tenderer]* ..... herein after called "the Contractor", do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Tender document while performing the contractual obligations relating to "Upgradation of Schindler make Elevator Control System from Existing MX6 to Scalable Controller System for 21 Elevators of Reach-01 Station's & OCC Building of BMRCL." of BMRCL, Bangalore. We do hereby affirm and undertake to follow all labour laws that are applicable from time to time.

We also undertake that the Tender submittals do not contain any deviation or amendment or modification or change of any type whatsoever with tender conditions and specifications.

Place:

Signature of Tenderer.

Date:

Name:

Designation:

Seal of the Company:

Phone:

ANNEXURE-6

CERTIFICATE FOR COMPLIANCE OF RESTRICTIONS IN REGARD TO PROCUREMENT FROM TENDERERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA

I have read the clause regarding restrictions on procurement form a Tender of a country which shares a land border with India (Restrictions in regard to procurement from the Tenders from countries sharing land borders with India, BMRCL letter dated 24/02/2021) and in this regard I certify that (Please tick either (a) or (b) below as applicable and strike out the option which is not applicable)

(a) I certify that I am not from such a country; or

(b) I am from such a country and have been registered with the Competent Authority. I hereby certify that I fulfil all requirements in this regard and eligible to be considered. Evidence of valid registration by the Competent Authority is attached."

Signature and seal of Tenderer

ANNEXURE-7
MANUFACTURERS' AUTHORIZATION FORM

Dated .....

To.....
.....
.....
.....

Dear Sir:

Tender No. .....

We ..... who are established and reputable manufacturers of .....*(name and description of goods offered)*..... having factories at ..... (*Address of factory)* ..... do state that:

(a) M/s ..... *(Name and address of Agent)*..... is hereby authorized to submit a Tender, and sign the Contract with you for the goods manufactured by us against the above NIT;

OR

(b) M/s .....(*Name and address of the Authorized Dealer*)..... is our accredited/authorized Dealer.

We hereby extend our full Guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods and services offered for supply by the above firm against the NIT.

Yours faithfully,

(Name)

(Name of manufacturers)

BANGALORE METRO RAIL CORPORATION LTD.

ANNEXURE – 8

FORM FOR SEEKING PRE-BID CLARIFICATION ON TENDER DOCUMENT

To,

The Deputy General Manager (E&M)
Bangalore Metro Rail Corporation Ltd (O&M Wing),
Admin Building, Baiyappanahalli Depot,
S V Road,
Bangalore – 560 038,
Karnataka, India.

Dear Sir,

Sub: .....*(Name of the Work)*

Ref: .....*(Tender No.).*

In reference to the above Tender, we need the clarification on the following clauses

Sl No.	Section No.	Section Description	Clause No.	Tender Condition	Tenderer's Queries
1					
2					
3					
4					
5					
6					
7					
8					

Name of the Tenderer

Telephone:

Email:

Date:

Signature of the Tenderer

BMRCL